

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

**REGULAR VILLAGE BOARD MEETING**  
**Wednesday, August 17, 2022**

Time: **6:30 pm**

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

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**

**4. Comments from the Public**

*The Public Comment Session shall last no longer than fifteen (15) minutes and individual presentations are limited to three (3) minutes per speaker. These time limits may be extended at the discretion of the Chief Presiding Officer. The Village Board 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 Village Board as a body. Presentations shall not deal in personalities personal attacks on members of the Village Board, the applicant for any project or Village employees. Comments, questions and concerns should be presented in a respectful professional manner. Any questions to an individual member of the Commission or Staff will be deemed out of order by the Presiding Officer.*

**5. Consent Agenda**

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

- 5.1 Approve Village Board Minutes of July 20, 2022.  
[2022-07-20 Draft VB Minutes](#)
- 5.2 Approve Accounts Payable Vouchers in the amount of \$2,002,071.89.  
[080322 VB COW Packet.pdf](#)
- 5.3 Approve the purchase requisition for Micro-Surfacing to Farhner Asphalt sealers LLC in the amount \$44,919.00.  
[Micro-Surfacing Combine Docs](#)  
[Village of Mukwonago Micro Surfacing Proposal.pdf](#)
- 5.4 Approve **Resolution 2022-48** a Resolution to designating officials authorized to declare official intent under reimbursement bond regulations.  
[Agenda Item Cover Report Reimbursement Bonds](#)  
[Q&B Letter for Declaration of Officials](#)  
[Mukwonago - V. of - Reimbursement Resolution](#)

- 5.5 Approve **Resolution 2022-47** A Resolution to approve the the Storm Water Management Agreement with NPG Real Estate LLC (IDC Building) at 600 Perkins Drive, Mukwonago WI as recommended by the Village Engineer.

[RESOLUTION 2022-47 \(SWMA IDC 600 Perkins\)](#)  
[IDC 600 Perkins Drive-Approval of Development Documents](#)  
[IDC SWMA - Signed](#)

- 5.6 Approve **Resolution 2022-46** A Resolution to approve the Development Agreement for the Minor's Estates No. 4 Phase 2.

[RESOLUTION 2022-46 \(Development Agmt Minors Estates No 4 Phase 2\).docx](#)  
[Minors 4 Phase 2 DA.rev 7.12.2022](#)

- 5.7 Approve a contract renewal with Hydro Corp for non-residential cross connection survey program.

[Cover Report Hydro Corp Contract Renewal 2022](#)  
[Mukwonago Renewal PSA 18 Month Contract](#)

- 5.8 Approve authorizing the repair of Well #6 casing.

[Cover Report Well 6 Casing Repair](#)  
[Well 6 casing repair proposal](#)  
[Picture A](#)  
[Picture B](#)

## 6. Other Items for Approval

*Other items removed from Consent Agenda which were not unanimously approved from the Committee of the Whole.*

- 6.1 Approve a consulting services contract with Robert W. Baird & Co. for the creation of TID #6.

[Agenda Cover Report TID 6](#)  
[Proposal Baird General Consulting Services Agreement TID #6](#)  
[TID6 creation timeline mukwonago-draft.pdf](#)

## 7. Public Hearings

*All persons interested in making comments about any of the public hearing items will be heard. Formal petitions and written comments regarding any of the public hearing items may be submitted tonight. During the public hearing(s), if you wish to be heard, the Village Board asks that you begin by stating your name and address, speak for no more than three minutes and attempt to avoid duplication. Each person speaking at the public hearing must sign the Public Hearing Appearance sign-in sheet before speaking. The sign-in sheet is available on the table located in the back of the room.*

- 7.1 Public Hearing on the consideration of a proposed amendment to the Zoning Code (Chapter 100) with regard to maximum height of principal buildings in various residential zoning districts. (Ordinance 1007)

[PH Notice Text amendment for bldg heights](#)

## 8. Planning Commission Recommendations

*Discussion and possible action on the following Plan Commission Recommendations*

- 8.1 Discussion and possible action on **Ordinance No 1007** An Ordinance to Amend Chapter 100 of the Village of Mukwonago Municipal Code regarding maximum height of principal buildings in various residential zoning districts.

[ORDINANCE 1007 -Revise Building Height.pdf](#)

[Staff report - Ordinance 1007](#)

- 8.2 Discussion and possible approval of **RESOLUTION 2022-49** for Daniel Kluechesky for Exterritorial Review of a one-lot certified survey map merging various adjoining parcels in same ownership in Town of Mukwonago.

[Kluechesky Staff Report and Maps](#)

[RESOLUTION 2022-49 - Kluechesky ETZ.pdf](#)

- 8.3 The following Site Plan and Architectural Review Plan Commission Resolutions were approved at the regular meeting on August 16, 2022. *(for information only, no action required)*

[PC-RESOLUTION 2022-10 - 318 S Rochester Demolition.pdf](#)

[PC-RESOLUTION 2022-11 - 112 Meacham Demolition.pdf](#)

[PC-RESOLUTION 2022-12 - Am Legion.pdf](#)

[PC-RESOLUTION 2022-13 - 555 Bay View Rd.pdf](#)

[PC-RESOLUTION 2022-14 - 827 S Rochester Riverview Centre.pdf](#)

## **9. Finance Committee, Trustee Darlene Johnson**

*Discussion and possible action on the following items*

- 9.1 Announcement of 2023 Budget Workshop for Monday August 22, 2022 at 5:30pm.
- 9.2 Discussion on the use of Capital Reserves to fund 2022 capital projects, in order to avoid incurring additional new debt this year, and authorize Finance Director to draft a Budget Resolution reflecting this use of reserves.
- 9.3 Discussion and possible action to approve Accounts Payable Vouchers in the amount of \$163,766.73.

[081722 VB AP Packet.pdf](#)

## **10. Health and Recreation Committee, Trustee John Meiners**

*Discussion and possible action on the following items*

- 10.1 Discussion and possible action on a park and special event application for Alan Willhite, Amorphic Beer to hold a beer garden in Field Park on September 17, 2022 and October 22, 2022 from 2-8 pm.

[Park Rental Pop Up Beer Garden - Cover Report.pdf](#)

[09-17-2022\\_-\\_Amorphic\\_Beer\\_Garden\\_Redacted.pdf](#)

[10-22-2022\\_-\\_Field\\_-\\_Amorphic\\_Beer\\_Garden\\_Redacted.pdf](#)

## **11. Protective Services, Trustee Decker**

*Discussion and possible action on the following items*

- 11.1 Fire Department Summary Report of January 1, 2022 to July 31, 2022.

[Incident-Type-Report-\(Summary\)\\_01-01-2022 to 07-31-2022.pdf](#)

## **12. Public Works Committee, Trustee Brill**

*Discussion and action on the following items*

- 12.1 Discussion and possible action to approve an Agreement with WE Energies to use a certain pole or poles of the Company for the purposes of attaching certain wires or equipment.

[WE Energies Agreement - Cover Report.pdf](#)

[Attachment Agreement 2022-08a.pdf](#)

## **13. Village President**

- 13.1 Discussion and possible action to approve the appointment of Tina Chitwood to the Downtown Development Committee to a term expiring in 2023.

## **14. Closed Session**

Closed session pursuant to **Wis. Stats § 19.85 (1) (g)** (Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation) concerning Walmart Real Estate Trust v. Village of Mukwonago; and pursuant to **Wis. Stats. § 19.85(1)(c)** (Compensation and Evaluation. Considering employment, promotion, compensation or performance evaluation data of any public employee subject to the jurisdiction or authority of governing body.) concerning 6-month evaluation of the Village Administrator.

## **15. Reconvene into Open Session**

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

## **16. 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 VILLAGE BOARD OF TRUSTEES MEETING**

### **Wednesday, July 20, 2022**

Time: **6:30 pm**

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

#### **Call to Order Call to Order**

President Winchowky called the meeting to order at 6:35pm.

#### **Roll Call**

Board Members Present

Eric Brill  
James Decker  
Darlene Johnson  
Ken Johnson  
John Meiners  
Scott Reeves  
Fred Winchowky

Also Present

Fred Schnook, Village Administrator  
Diana Dykstra, Village Clerk-Treasurer  
Diana Doherty, Finance Director  
Dan Streit, Police Chief  
Mike Michalski, Village Engineer  
Nathan Bayer, Village Attorney  
Ron Bittner, Public Works Director  
Wayne Castle, Utilities Director  
Tim Rutenbeck, Building Inspections Supervisor

#### **Pledge of Allegiance**

#### **Comments from the Public**

David Boebel, 815 Parkview Lane, submitted the following comments for item 6.2 on the agenda:

“Ordinance 1006 cannot be acted on tonight because of the language in Section 3:

##### **SECTION 3**

“This Ordinance shall be available for public inspection not less than 2 weeks before it is enacted. After the Ordinance is enacted, a copy shall be maintained and available for public inspection in the office of the village clerk.”

The language is clear—no vote can be taken on this ordinance tonight.

The “No-Mow May” discussion and this ordinance should have be tabled until next spring—there should be no further discussion until then.

The continuing disregard for public participation in the governance of their personal property degrades us all.”

#### **Consent Agenda**

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

5.1 Approve Minutes of Village Board Meeting June 15, 2022, and Special Village Board Joint Meeting Minutes of June 13, 2022

5.2 Approve Accounts Payable Vouchers in the amount of \$503,598.60.

5.3 Approve the purchase requisition for GSB 88 to Fahrner Asphalt in the amount \$86,828.10.

5.4 Approve park application for a Beer Garden at Field Park, Pavilion B on August 27, 2022 from 2-8:00 pm from Alan Willhite of Amorphic Beer.

5.5 Approve a Renewal Class B Fermented Malt Beverage and Class B Intoxicating Liquor Combination Reserve License for Ganske Dining d/b/a Boss Pizza and Chicken, 1015 E Veteran's Way, Mukwonago, Kristopher Ganske Agent contingent upon payment of all outstanding liabilities with the Village of Mukwonago, any outstanding wholesaler invoices, Police Department approval, and clearance of any Department of Revenue holds.

5.6 Approve **Ordinance 1005** An Ordinance to Amend Section 34-103 General Administration of DIVISION 4 Stormwater Management and Erosion Control to add the Public Works Director as a designated enforcer.

5.7 Approval to award C.W. Purpero Inc the Holz Parkway and Miniwaukan Park Pond Dredging contract in the amount of \$381,230.

5.8 Approval to authorize the Village President to execute the permissive use agreement between Bielinski Homes, Inc and the Village of Mukwonago

Decker/Meiners motion to approve Consent Agenda items 5.1-5.8. Unanimously carried.

#### **Other Items for Approval**

*Other items removed from Consent Agenda which were not unanimously approved from the Committee of the Whole.*

#### **Discussion and possible action to approve the appointment of Baird as the Village Financial Advisor and Municipal Underwriter.**

Decker/Johnson motion to approve. President Winchowky asked why.  
Motion carried 6-1 President Winchowky voted no.

#### **Discussion and possible action to approve Ordinance 1006 an Ordinance to repeal and recreate Section 34-1 of the Mukwonago Municipal Code regarding weed and grass cutting (amended from 7-06-22 COW).**

Decker/Meiners motion to approve Ordinance 1006 an Ordinance to repeal and recreate Section 34-1 of the Mukwonago Municipal Code regarding weed and grass cutting (amended from 7-06-22 COW)

Attorney Bayer commented last time he was asked to draft an exception for decorative grasses and so he took a look at other municipalities and how they monitor it. DPW Bittner provided some information from his experiences, and they created an amendment to add those items. It defines where those natural beds would be and gives the municipality power if necessary for a threat to health and safety and achieves those goals.

Trustee Reeves questioned based on Appleton but no mow may isn't in, but can they bring up in the future.

Attorney Bayer noted they would be able to do this by resolution annually to suspend that enforcement action. Unanimously carried.

#### **Planning Commission Recommendations**

**Review of Site Plan and Architectural Review Approvals from Plan Commission of July 12, 2022.** (For Information Only, No action Required)

**Set Public Hearing date to August 17, 2022 for an Ordinance change relating to maximum building height in various residential districts.**

**Finance Committee, Trustee Darlene Johnson**

**Discussion and possible action to approve Accounts Payable Vouchers in the amount of \$378,791.75.**

Decker/D. Johnson motion to approve Accounts Payable Vouchers in the amount of \$378,791.75. Unanimously carried.

**Protective Services, Trustee Decker**

**Monthly Fire Department Reports** *(For information only, no action required)*

**Monthly Police Department Report for June 2022** *(For Information Only, No Action Required.)*

**Village President**

**Appointment of Sue Perkins to the Police Commission to a remaining term expiring in 2023.** Decker/Brill motion to approve. Unanimously carried.

**Closed Session**

Decker/D. Johnson motion to go into Closed session pursuant to **Wis. Stats § 19.85 (1) (g)** (Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation) concerning GLFP v Village of Mukwonago, and

pursuant to **Wis. Stats. § 19.85(1)(e)** (Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session) for negotiation on the Maple Centre Development,

and pursuant to **Wis. Stats. § 19.85(1)(c)** (Compensation and Evaluation. Considering employment, promotion, compensation or performance evaluation data of any public employee subject to the jurisdiction or authority of governing body.) concerning 6 Month evaluation of the Village Administrator.

Roll Call: "Yes" Trustee Brill, Decker, D. Johnson, K. Johnson, Meiners, Reeves, Winchowky. Unanimously carried.

**Reconvene into Open Session**

Meiners/D. Johnson motion to reconvene into open session pursuant to Wis. Stats. §19.85(2) at 8:22pm. Roll Call: "Yes" Trustee Brill, Decker, D. Johnson, K. Johnson, Meiners, Reeves, Winchowky. Unanimously carried.

**Adjournment**

Meeting adjourned at 8:22pm.

Respectfully Submitted,

Diana Dykstra, MMC  
Village Clerk-Treasurer

# Accounts Payable Cover Sheet

<b>Report:</b>	<b>Period or corresponding report date</b>		
Village Accounts Payable	7/28/2022	\$	294,781.70
Library Accounts Payable	7/15/2022	\$	19,738.97
Charter Communications/Spectrum (ach withdrawal)	7/15/2022	\$	1,793.19
US Bank (ach withdrawal)	7/27/2022	\$	7,935.94
We Energies (ach withdrawal)	7/27/2022	\$	43,435.22
Check Disbursement - Court	7/18/2022	\$	5,531.84
Check Disbursement -Greenwald Easement	7/20/2022	\$	83,800.96
Check Disbursement -Registration Fee Trust PD Vehicles	7/22/2022	\$	496.50
Check Disbursement -Quarterly Sales Tax, School Tax Levy	7/27/2022	\$	1,394,235.74
Check Disbursement -Invoice Cloud, UKG Payroll Processing Fees	7/22/2022	\$	1,904.65
Check Disbursement - Payroll Related	7/6/2022	\$	9,195.47
Check Disbursement - Payroll Related	7/20/2022	\$	139,221.71
	<b>Total for Approval:</b>	<b>\$</b>	<b><u>2,002,071.89</u></b>

The preceding list of bills payable was approved for payment

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

07/28/2022 11:30 AM  
User: MROCKLEY  
DB: Mukwonago

PENDING VILLAGE BOARD REVIEW FOR MUKWONAGO  
EXP CHECK RUN DATES 08/04/2022 - 08/04/2022  
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BANK CODE: GEN - CHECK TYPE: PAPER CHECK

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	APPROVAL DEPARTMENT	POST DATE
VENDOR NAME: ALSCO						
IMIL1791179	PDMAT CLEANING SERVICE	100-5211-539400	54.18	54.18	POLICE	08/04/2022
IMIL1802205	VH WALK OFF MATS	100-5160-521900	75.73	75.73	DPW	08/04/2022
IMIL 1821534	PD MAT CLEANING SERVICE	100-5211-539400	42.86	42.86	POLICE	08/04/2022
TOTAL VENDOR ALSCO				172.77		
VENDOR NAME: AMAZON CAPITOL SERVICES						
19XPKPCQ3QDY	WWTF VACTOR GAUGES	620-8030-831000	86.98	86.98	UTILITIES	08/04/2022
1T1VX1RQMNCX	BATTERIES	100-5241-531100	22.41	22.41	BUILDING	08/04/2022
1JLCLKNCDMJX	WWTF TOOLS	620-8010-827000	718.98	718.98	UTILITIES	08/04/2022
TOTAL VENDOR AMAZON CAPITOL SERVICES				828.37		
VENDOR NAME: AMERICAN TEST CENTER						
2221357	AERIAL AND GROUND LADDER TESTING	150-5222-539500	1,262.15	1,262.15	FIRE	08/04/2022
TOTAL VENDOR AMERICAN TEST CENTER				1,262.15		
VENDOR NAME: AT & T MOBILITY						
287314801786071520	AT & T INVOICE	150-5221-522500	397.22	397.22	FIRE	08/04/2022
TOTAL VENDOR AT & T MOBILITY				397.22		
VENDOR NAME: BAYSIDE PRINTING LLC						
140824	UTILITY BILLING	410-5363-531200	73.17	731.74	ALLOCATE	08/04/2022
		610-6920-692300	329.29			
		620-8400-852000	329.28			
TOTAL VENDOR BAYSIDE PRINTING LLC				731.74		
VENDOR NAME: BOUND TREE MEDICAL LLC						
84607606	EMS SUPPLIES	150-5231-531100	52.50	52.50	FIRE	08/04/2022
TOTAL VENDOR BOUND TREE MEDICAL LLC				52.50		
VENDOR NAME: BROOKS TRACTOR						
C97747	2022 DEERE 4-WHEEL DRIVE LOADER	620-0000-135150	120,400.00	120,400.00	FINANCE	08/04/2022
TOTAL VENDOR BROOKS TRACTOR				120,400.00		
VENDOR NAME: BS&A						
142899	ONLINE PERMIT APPLICATION	100-5241-521900	1,027.00	1,027.00	BUILDING	08/04/2022
TOTAL VENDOR BS&A				1,027.00		
VENDOR NAME: C & M AUTO PARTS INC						
6079-354704	OIL DRY	100-5323-531100	51.96	51.96	DPW	08/04/2022
6079-354479	SPARE TORO BELTS	100-5324-539500	86.80	86.80	DPW	08/04/2022
6079-354104	SHOP SUPPLIES	100-5323-531100	7.49	7.49	DPW	08/04/2022
6079-354078	SPARK PLUGS	100-5324-539500	56.30	56.30	DPW	08/04/2022
6079-353881	CORE RETURN	100-5324-539500	(195.42)	(195.42)	DPW	08/04/2022
TOTAL VENDOR C & M AUTO PARTS INC				7.13		
VENDOR NAME: CENTRAL OFFICE SYSTEMS						
76991180	COPIER INVOICE	150-5221-531100	92.00	92.00	FIRE	08/04/2022

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	APPROVAL DEPARTMENT	POST DATE
VENDOR NAME: CENTRAL OFFICE SYSTEMS						
76990728	AUGUST LEASE PAYMENT 458	100-5142-531200	15.51	165.00	ALLOCATE	08/04/2022
		100-5300-539900	16.02			
		100-5120-531100	11.10			
		100-5141-531100	1.70			
		100-5145-531100	18.04			
		100-5241-531200	3.35			
		100-5632-531200	4.98			
		100-5211-531200	26.55			
		150-5221-531100	12.06			
		410-5363-531200	1.65			
		440-5511-531200	22.64			
		500-5344-531200	1.65			
		610-6902-690300	15.05			
		620-8300-840000	14.70			
TOTAL VENDOR CENTRAL OFFICE SYSTEMS				257.00		
VENDOR NAME: CENTURY SPRINGS BOTTLING						
5191546	VILLAGE HALL AND DPW DRINKING WATER	100-5160-521900	14.88	29.75	DPW	08/04/2022
		100-5323-531100	14.87			
TOTAL VENDOR CENTURY SPRINGS BOTTLING				29.75		
VENDOR NAME: CINTAS						
4125516778	STAFF UNIFORMS AND SHOP SUPPLIES	100-5323-531100	110.64	110.64	DPW	08/04/2022
4125516807	WATER/WWTF UNIFORM SERVICE	610-6920-693000	61.00	121.44	UTILITIES	08/04/2022
		620-8010-827000	60.44			
4126177670	WATER/WWTF UNIFORM SERVICE	610-6920-693000	86.00	172.44	UTILITIES	08/04/2022
		620-8010-827000	86.44			
4126177814	STAFF UNIFORMS AND SHOP SUPPLIES	100-5323-531100	110.64	110.64	DPW	08/04/2022
TOTAL VENDOR CINTAS				515.16		
VENDOR NAME: CLASSIC CONCRETE & MASONRY						
7.22.22	FIELD PARK MONUMENT TUCK POINTING	100-5521-531100	2,600.00	2,600.00	DPW	08/04/2022
7.20.22	MUSEUM FOUNDATION TUCK POINTING	100-5512-582100	250.00	250.00	DPW	08/04/2022
TOTAL VENDOR CLASSIC CONCRETE & MASONRY				2,850.00		
VENDOR NAME: CRANE ENGINEERING						
427174-00	WATER WELL 7 CL2 EQUIPMENT REPAIR	610-6300-663200	799.41	799.41	UTILITIES	08/04/2022
TOTAL VENDOR CRANE ENGINEERING				799.41		
VENDOR NAME: DE LAGE LANDEN FINANCIAL						
76842278- POLICE	COPIER LEASE JULY INVOICE	100-5211-521900	108.00	108.00	POLICE	08/04/2022

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VENDOR NAME: DE LAGE LANDEN FINANCIAL					
76842278	LEASE 07/15/2022 - 08/14/22 KONICA 450I	100-5142-531200 15.04	160.00	ALLOCATE	08/04/2022
		100-5300-539900 15.54			
		100-5120-531100 10.77			
		100-5141-531100 1.65			
		100-5145-531100 17.48			
		100-5241-531200 3.25			
		100-5632-531200 4.83			
		100-5211-531200 25.74			
		150-5221-531100 11.70			
		410-5363-531200 1.60			
		440-5511-531200 21.95			
		500-5344-531200 1.60			
		610-6902-690300 14.59			
		620-8300-840000 14.26			
TOTAL VENDOR DE LAGE LANDEN FINANCIAL			268.00		
VENDOR NAME: DF TOMASINI, INC.					
DFT #2222-53	WWTF MANHOLE REPAIR	620-8030-831000 1,804.48	1,804.48	UTILITIES	08/04/2022
TOTAL VENDOR DF TOMASINI, INC.			1,804.48		
VENDOR NAME: DYNAMIC AWARDS					
20067	AWARDS FOR 25-30-35 YEAR ANNIVERSARIES	100-5141-539800 160.00	160.00	FINANCE	08/04/2022
TOTAL VENDOR DYNAMIC AWARDS			160.00		
VENDOR NAME: EAGLE ENGRAVING					
2022-4592	ACCOUNTABILITY TAGS	150-5222-531100 50.25	50.25	FIRE	08/04/2022
TOTAL VENDOR EAGLE ENGRAVING			50.25		
VENDOR NAME: ECKLUND, ASHLEY					
AEMT REFUND 07-2022	ASHLEY ECKLUNG AEMT REIMBURSEMENT	150-5880-580500 1,204.16	1,204.16	FIRE	08/04/2022
TOTAL VENDOR ECKLUND, ASHLEY			1,204.16		
VENDOR NAME: ELECTRICAL SERVICES EMERGENCY					
3635	TORNADO SIREN ANNUAL MAINTENANCE	100-5235-531100 834.00	834.00	POLICE	08/04/2022
TOTAL VENDOR ELECTRICAL SERVICES EMERGENCY			834.00		
VENDOR NAME: EMERGENCY MEDICAL PRODUCTS					
2465022	EMS SUPPLIES	150-5231-531100 735.61	735.61	FIRE	08/04/2022
2464840	EMS SUPPLIES	150-5231-531100 105.43	105.43	FIRE	08/04/2022
TOTAL VENDOR EMERGENCY MEDICAL PRODUCTS			841.04		
VENDOR NAME: ENTRANCE SYSTEMS					
44390	WWTF MAIN GATE REPAIR	620-8010-834000 609.07	609.07	UTILITIES	08/04/2022
TOTAL VENDOR ENTRANCE SYSTEMS			609.07		
VENDOR NAME: ENVIRONMENT CONTROL					
23528-613	VILLAGE HALL CLEANING	100-5160-521900 698.00	698.00	DPW	08/04/2022
TOTAL VENDOR ENVIRONMENT CONTROL			698.00		



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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	APPROVAL DEPARTMENT	POST DATE
VENDOR NAME: EXCEL BUILDING SERVICES LLC						
3867	PD JULY BUILDING CLEANING SERVICE	100-5211-539400	975.00	975.00	POLICE	08/04/2022
TOTAL VENDOR EXCEL BUILDING SERVICES LLC				975.00		
VENDOR NAME: FASTENAL COMPANY						
WIMUK93565	WATER WELL 3 CL2 SKIP SETUP	610-6310-663500	72.31	72.31	UTILITIES	08/04/2022
WIMUK93588	WATER WELL 3 CL2 SKID SETUP	610-6310-663500	393.75	393.75	UTILITIES	08/04/2022
WIMUK93589	WATER WELL 3 CL2 SKID SETUP	610-6310-663500	328.86	328.86	UTILITIES	08/04/2022
TOTAL VENDOR FASTENAL COMPANY				794.92		
VENDOR NAME: GOURDOUX LINDA						
JULY 2022	MILEAGE DEPUTY CLERK	100-5144-533200	205.00	205.00	CLERK	08/04/2022
TOTAL VENDOR GOURDOUX LINDA				205.00		
VENDOR NAME: HAWKINS WATER TREATMENT						
6240885	WATER CHEMICALS FOR TREATMENT	610-6300-663100	1,251.76	1,251.76	UTILITIES	08/04/2022
6237634	WATER CHEMICALS FOR TREATMENT	610-6300-663100	50.00	50.00	UTILITIES	08/04/2022
6239780	WWTF SLUDGE THICKENING POLYMER	620-8010-825000	2,747.36	2,747.36	UTILITIES	08/04/2022
TOTAL VENDOR HAWKINS WATER TREATMENT				4,049.12		
VENDOR NAME: HIPPENMEYER, REILLY, BLUM,						
53068	MISCELLANEOUS MATTERS	100-5130-521900	960.00	1,000.00	FINANCE	08/04/2022
		440-5511-521900	40.00			
53070	2022 GREENWALD/DEBACK LITIGATION	100-5130-521900	800.00	800.00	FINANCE	08/04/2022
53071	PROSECUTIONS	100-5130-521900	825.00	825.00	FINANCE	08/04/2022
53069	MINORS SUBDIVISION FINAL PHASE	100-0000-211425	280.00	280.00	FINANCE	08/04/2022
TOTAL VENDOR HIPPENMEYER, REILLY, BLUM,				2,905.00		
VENDOR NAME: JOHNS DISPOSAL SVC. INC.						
905809	JULY GARBAGE AND RECYCLING, STREET SWEEP	410-5362-531000	25,562.22	46,613.96	DPW	08/04/2022
		410-5363-522000	19,072.74			
		100-5345-539000	1,979.00			
TOTAL VENDOR JOHNS DISPOSAL SVC. INC.				46,613.96		
VENDOR NAME: KETTLE MORAIN PEST CONTROL						
071622	SPIDER CONTROL VILLAGE HALL	100-5160-521900	225.00	225.00	DPW	08/04/2022
TOTAL VENDOR KETTLE MORAIN PEST CONTROL				225.00		
VENDOR NAME: LASER WORKS UNLIMITED LLC						
1779	FW-50 YEARS OF SERVICE PLAQUE	100-5141-539800	35.00	35.00	FINANCE	08/04/2022
TOTAL VENDOR LASER WORKS UNLIMITED LLC				35.00		
VENDOR NAME: LIFE-ASSIST, INC.						
1230076	EMS SUPPLIES	150-5231-531100	17.00	17.00	FIRE	08/04/2022
1230410	EMS SUPPLIES	150-5231-531100	210.00	210.00	FIRE	08/04/2022
1229867	EMS SUPPLIES	150-5231-531100	544.00	544.00	FIRE	08/04/2022
TOTAL VENDOR LIFE-ASSIST, INC.				771.00		

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	APPROVAL DEPARTMENT	POST DATE
VENDOR NAME: MARCO TECHNOLOGIES INV10164656	WATER COPIER	610-6920-692100	48.95	48.95	UTILITIES	08/04/2022
TOTAL VENDOR MARCO TECHNOLOGIES				48.95		
VENDOR NAME: MCMASTER-CARR 81801808	WATER VALVE EXCERCISER GREASE	610-6451-664100	131.21	131.21	UTILITIES	08/04/2022
TOTAL VENDOR MCMASTER-CARR				131.21		
VENDOR NAME: MILWAUKEE JOURNAL SENTINEL 0004735180	COMMUNITY DEVELOPMENT AD	100-5670-531100	399.00	399.00	ADMIN	08/04/2022
TOTAL VENDOR MILWAUKEE JOURNAL SENTINEL				399.00		
VENDOR NAME: MSA PROFESSIONAL SERVICES, INC. R08352005.0-4	CORP INSTALLMENT	100-5521-539900	2,340.00	2,340.00	DPW	08/04/2022
TOTAL VENDOR MSA PROFESSIONAL SERVICES, INC.				2,340.00		
VENDOR NAME: MTAW DISTRICT 4 072622	MTAW DISTRICT 4 MEETING	100-5145-533500	25.00	25.00	FINANCE	08/04/2022
TOTAL VENDOR MTAW DISTRICT 4				25.00		
VENDOR NAME: MUKWONAGO AREA CHAMBER OF COMM 071822	ROOM TAX PAYABLE TO CHAMBER	100-0000-244000	2,656.93	8,478.90	CLERK	08/04/2022
		100-0000-244000	2,728.16			
		100-0000-244000	3,093.81			
TOTAL VENDOR MUKWONAGO AREA CHAMBER OF COMM				8,478.90		
VENDOR NAME: NAPA AUTO PARTS - SP018 168973	WATER WELL 6 GENERATOR REPAIR	610-6200-662500	83.94	83.94	UTILITIES	08/04/2022
168606	WWTF MISC SHOP SUPPLIES	620-8010-827000	15.68	15.68	UTILITIES	08/04/2022
169320	TORO PARTS	100-5324-539500	164.66	164.66	DPW	08/04/2022
169529	WWTF VACTOR REPAIR	620-8030-831000	6.49	6.49	UTILITIES	08/04/2022
TOTAL VENDOR NAPA AUTO PARTS - SP018				270.77		
VENDOR NAME: NORTHERN LAKE SERVICE INC 421329	WATER BAC T TESTING	610-6300-663200	115.00	115.00	UTILITIES	08/04/2022
TOTAL VENDOR NORTHERN LAKE SERVICE INC				115.00		
VENDOR NAME: POMPS TIRE SERVICE, INC 60278530	PATROL TRUCK TIRE	100-5324-539500	476.30	476.30	DPW	08/04/2022
TOTAL VENDOR POMPS TIRE SERVICE, INC				476.30		
VENDOR NAME: PROHEALTH PHARMACY 2022 JUNE	EMS SUPPLIES MEDICATIONS	150-5231-531100	518.65	518.65	FIRE	08/04/2022
TOTAL VENDOR PROHEALTH PHARMACY				518.65		
VENDOR NAME: PROVEN POWER INC 02-404233	TIGER BELT	100-5324-539500	16.52	16.52	DPW	08/04/2022
TOTAL VENDOR PROVEN POWER INC				16.52		

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VENDOR NAME: QUADIENT LEASING USA INC						
16742149	INK CARTRIDGE - POSTAGE MACHINE	100-5142-531200	14.56	154.85	ALLOCATE	08/04/2022
		100-5300-539900	15.04			
		100-5120-531100	10.42			
		100-5141-531100	1.59			
		100-5145-531100	16.91			
		100-5241-531200	3.14			
		100-5632-531200	4.68			
		100-5211-521900	24.92			
		150-5221-531100	11.32			
		410-5363-531200	1.55			
		440-5511-531200	21.25			
		500-5344-531200	1.55			
		610-6902-690300	14.12			
		620-8300-840000	13.80			
16738771	INK CARTRIDGE - POSTAGE MACHINE	100-5142-531200	20.27	215.65	ALLOCATE	08/04/2022
		100-5300-539900	20.94			
		100-5120-531100	14.51			
		100-5141-531100	2.22			
		100-5145-531100	23.57			
		100-5241-531200	4.38			
		100-5632-531200	6.51			
		100-5211-521900	34.70			
		150-5221-531100	15.76			
		410-5363-531200	2.16			
		440-5511-531200	29.59			
		500-5344-531200	2.16			
		610-6902-690300	19.67			
		620-8300-840000	19.21			
TOTAL VENDOR QUADIENT LEASING USA INC				370.50		
VENDOR NAME: QUILL LLC						
26393612	OFFICE SUPPLIES	100-5211-531100	50.21	50.21	POLICE	08/04/2022
26270440	DPW OFFICE SUPPLIES AND VH SUPPLIES	100-5160-531100	30.39	54.13	DPW	08/04/2022
		100-5323-531100	23.74			
26254823	MUSEUM SANDWICH BOARD SIGN	100-5512-531100	189.99	189.99	DPW	08/04/2022
TOTAL VENDOR QUILL LLC				294.33		
VENDOR NAME: REINDERS, INC.						
6015780-00	5900 TORO PARTS	100-5324-539500	109.81	109.81	DPW	08/04/2022
TOTAL VENDOR REINDERS, INC.				109.81		
VENDOR NAME: RF TECHNOLOGY AMERICAS INC						
00007817	CAPITAL RADIO PROJECT	430-5700-571100	9,657.81	9,657.81	POLICE	08/04/2022
TOTAL VENDOR RF TECHNOLOGY AMERICAS INC				9,657.81		
VENDOR NAME: RUEKERT & MIELKE, INC.						
142357	12-10044.300 BOX SELF STORAGE / CONSTRUC	100-0000-211425	679.13	679.13	FINANCE	08/04/2022

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS	AMOUNT	APPROVAL DEPARTMENT	POST DATE
VENDOR NAME: RUEKERT & MIELKE, INC.					
142359	12-10069.104 CHAPMAN FARMS PORTION OF VI	100-0000-211425	274.63	274.63 FINANCE	08/04/2022
142362	12-10097.100 MAPLE CENTRE DEVELOPMENT RE	100-0000-211425	369.00	369.00 FINANCE	08/04/2022
142365	12-10127.100 210 MCDIVITT LANE EXPANSION	100-0000-211425	384.75	384.75 FINANCE	08/04/2022
142369	12-10134.100 200 GRAND AVENUE CONDOS / R	100-0000-211425	280.88	280.88 FINANCE	08/04/2022
142370	12-10139.310 MEADOWLAND TOWNHOMES DEVELO	100-0000-211425	1,000.00	1,000.00 FINANCE	08/04/2022
142371	12-10147.300 MINOR ESTATES PHASE 4 / CON	100-0000-211425	992.88	992.88 FINANCE	08/04/2022
142372	12-10148.300 GOODWILL OF MUKWONAGO / CON	100-0000-211425	1,172.49	1,172.49 FINANCE	08/04/2022
142373	12-10149.300 EDGEWOOD CONDOS / EROSION C	100-0000-211425	177.25	177.25 FINANCE	08/04/2022
142374	12-10149.310 EDGEWOOD CONDOS / EROSION C	100-0000-211425	177.25	177.25 FINANCE	08/04/2022
142378	12-10162.100 FLUERY'S EXPANSION / DEVELO	100-0000-211425	451.00	451.00 FINANCE	08/04/2022
142383	12-10174.300 LYNCH BUILDING ADDITION	100-0000-211425	177.25	177.25 FINANCE	08/04/2022
142387	12-10180.300 CAMPBELL CONSTRUCTION ADDIT	100-0000-211425	167.50	167.50 FINANCE	08/04/2022
142389	12-92136.303 CHAPMAN FARM / CHAPMAN RESI	100-0000-211425	9,063.61	9,063.61 FINANCE	08/04/2022
142390	12-92191.103 PRO HEALTH EXPANSION / 2018	100-0000-211425	196.00	196.00 FINANCE	08/04/2022
142355	12-00000.100 General Services	100-5335-521900	2,364.28	9,905.88 FINANCE	08/04/2022
		100-5341-539500	3,730.58		
		100-5341-539500	276.00		
		100-5521-531100	430.00		
		100-5521-531100	1,017.42		
		250-5335-521900	857.60		
		100-5660-535200	1,230.00		
142356	12-00000.400 Sewer Utility Services	620-8400-852000	101.00	101.00 FINANCE	08/04/2022
142358	12-10063.210 2022 GIS Services - GIS Dat	100-5241-521900	835.80	1,425.30 FINANCE	08/04/2022
		100-5341-539500	589.50		
142360	12-10087.200 Holz Parkway & Miniwaukan P	480-5700-584800	4,134.75	4,134.75 FINANCE	08/04/2022
142361	12-10096.300 Deback Drive Infrastructure	200-5335-521900	2,266.27	2,266.27 FINANCE	08/04/2022
142364	12-10115.200 2019 Well & Well Pump Impro	610-6920-692300	1,588.00	1,588.00 FINANCE	08/04/2022
142363	12-10115.300 2019 Well & Well Pump Impro	610-6920-692300	2,827.50	2,827.50 FINANCE	08/04/2022
142366	12-10131.221 Atkinson Pump Station Capac	620-0000-000104	1,069.50	1,069.50 FINANCE	08/04/2022
142375	12-10151.310 WWTF Aeration Upgrade / Con	620-0000-000105	2,279.86	2,279.86 FINANCE	08/04/2022
142376	12-10152.100 Local Limits & Industrial P	620-8400-852000	4,728.00	4,728.00 FINANCE	08/04/2022
142379	12-10163.100 Banker Wire Expansion / Rev	100-0000-211400	150.00	150.00 FINANCE	08/04/2022
142380	12-10166.300 Milwaukee Tool Temporary Lo	100-0000-211400	120.88	120.88 FINANCE	08/04/2022
142381	12-10169.100 Wells 3 and 4 Radium Remova	610-6920-692300	4,804.50	4,804.50 FINANCE	08/04/2022
142382	12-10170.100 600 Perkins Drive IDC / Rev	100-0000-211400	328.00	328.00 FINANCE	08/04/2022
142384	12-10175.200 Miniwaukan Park Restroom Bu	480-5700-584900	3,553.00	3,553.00 FINANCE	08/04/2022
142386	12-10178.100 Hill Court Reload South Mul	100-0000-211400	864.00	864.00 FINANCE	08/04/2022
142388	12-92041.700 2022 SCADA Service Work	610-6920-692300	334.63	669.25 FINANCE	08/04/2022
		620-8400-852000	334.62		

TOTAL VENDOR RUEKERT & MIELKE, INC.

56,379.31

VENDOR NAME: SHI INTERNATIONAL CORP

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS	AMOUNT	APPROVAL DEPARTMENT	POST DATE
VENDOR NAME: SHI INTERNATIONAL CORP					
B15431988	SERVER CAPITAL PROJECT AND ANNUAL SERVER	430-5700-571800 1,425.90	2,268.42	ALLOCATE	08/04/2022
		100-5111-522900 33.70			
		100-5300-522900 126.38			
		100-5211-522900 126.38			
		100-5120-522900 25.28			
		100-5142-522900 67.40			
		100-5632-522900 25.28			
		100-5145-522900 84.23			
		100-5241-522900 50.55			
		100-5512-522900 25.28			
		100-5141-522900 25.28			
		150-5221-522900 126.38			
		610-6920-692100 63.19			
		620-8400-851000 63.19			
TOTAL VENDOR SHI INTERNATIONAL CORP			2,268.42		
VENDOR NAME: STOPSTICK, LTD.					
0025480-IN	STOP STICKS FOR SQUADS	100-5212-531100 515.00	515.00	POLICE	08/04/2022
TOTAL VENDOR STOPSTICK, LTD.			515.00		
VENDOR NAME: STRYKER SALES, LLC					
3826775M	STRYKER IV POLE	150-5231-539500 356.00	356.00	FIRE	08/04/2022
TOTAL VENDOR STRYKER SALES, LLC			356.00		
VENDOR NAME: TELEFLEX LLC					
9505749310	EMS SUPPLIES	150-5231-531100 752.50	752.50	FIRE	08/04/2022
TOTAL VENDOR TELEFLEX LLC			752.50		
VENDOR NAME: THE HIGHLAND GROUP					
3	EASEMENT NEGOTIATIONS	250-5140-521900 1,663.75	1,663.75	FINANCE	08/04/2022
TOTAL VENDOR THE HIGHLAND GROUP			1,663.75		
VENDOR NAME: TK ELEVATOR CORPORATION					
3006712964	QUARTERLY VH ELEVATOR SERVICE CONTRACT	100-5160-521900 206.33	206.33	DPW	08/04/2022
TOTAL VENDOR TK ELEVATOR CORPORATION			206.33		
VENDOR NAME: TOWN OF MUKWONAGO					
2685	JOHN MACY REFERENDUM QUESTION AND RESOLU	150-5221-521900 650.13	1,300.25	FIRE	08/04/2022
		150-5231-521900 650.12			
TOTAL VENDOR TOWN OF MUKWONAGO			1,300.25		
VENDOR NAME: TRIPLE CROWN PRODUCTS					
300781	WATER/WWTF UNIFORMS	610-6920-693000 86.00	177.36	UTILITIES	08/04/2022
		620-8010-827000 91.36			

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	APPROVAL DEPARTMENT	POST DATE
VENDOR NAME: TRIPLE CROWN PRODUCTS						
	TOTAL VENDOR TRIPLE CROWN PRODUCTS			177.36		
VENDOR NAME: ULINE						
150984855	WWTF DISPOSABLE GLOVES	620-8010-826000	408.79	408.79	UTILITIES	08/04/2022
	TOTAL VENDOR ULINE			408.79		
VENDOR NAME: USA BLUEBOOK						
050154	WWTF LAB SUPPLIES	620-8010-826000	613.86	613.86	UTILITIES	08/04/2022
050151	WATER WELL 3 CL2 SKID INSTALL	610-6310-663500	222.45	222.45	UTILITIES	08/04/2022
	TOTAL VENDOR USA BLUEBOOK			836.31		
VENDOR NAME: VALBRIDGE PROPERTY ADVISORS						
WI01-0175-001	HWY 83 PROJECT EASEMENT APPRAISALS	250-5140-521900	4,750.00	4,750.00	FINANCE	08/04/2022
	TOTAL VENDOR VALBRIDGE PROPERTY ADVISORS			4,750.00		
VENDOR NAME: VELOCITY LLC						
2022047	OFFICE 365 LICENSING	100-5111-522900	56.00	1,519.50	ALLOCATE	08/04/2022
		100-5120-522900	33.00			
		100-5141-522900	25.00			
		100-5142-522900	75.00			
		100-5211-522900	302.50			
		100-5241-522900	75.00			
		100-5300-522900	115.00			
		100-5512-522900	25.00			
		100-5632-522900	25.00			
		150-5221-522900	563.00			
		610-6920-692100	75.00			
		620-8400-851000	75.00			
		100-5145-522900	75.00			
2022046	IT SERVICES 5-19 THRU 7-19	100-5150-521900	5,430.00	5,430.00	FINANCE	08/04/2022
	TOTAL VENDOR VELOCITY LLC			6,949.50		
VENDOR NAME: VILLAGE OF VERNON						
8169	ABSENTEE NOTICE	100-5144-531200	22.09	22.09	CLERK	08/04/2022
	TOTAL VENDOR VILLAGE OF VERNON			22.09		
VENDOR NAME: WAUKESHA CTY TREASURER						
2022-20040092	WAUKESHA COUNTY JUNE INMATE BILLING	100-5212-521900	18.80	18.80	POLICE	08/04/2022
	TOTAL VENDOR WAUKESHA CTY TREASURER			18.80		
VENDOR NAME: WAUKESHA FLORAL & GREENHOUSE						
00746471	ZIMMERMAN FUNERAL FLOWERS	100-5300-539900	81.99	81.99	FINANCE	08/04/2022
00745265	PETERSON FUNERAL FLOWERS	100-5300-539900	86.99	86.99	FINANCE	08/04/2022
00746470	SMITH FUNERAL FLOWERS	610-6920-693000	41.99	83.99	FINANCE	08/04/2022
		620-8400-856000	42.00			
	TOTAL VENDOR WAUKESHA FLORAL & GREENHOUSE			252.97		
VENDOR NAME: WI DEPT OF JUSTICE-TIME						

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VENDOR NAME: WI DEPT OF JUSTICE-TIME					
455TIME-0000012661	WI DOJ CIB TIME AND BADGERNET 3RD QUARTE	100-5211-521900 2,244.00	2,244.00	POLICE	08/04/2022
TOTAL VENDOR WI DEPT OF JUSTICE-TIME			2,244.00		
VENDOR NAME: WI RURAL WATER ASSOCIATION					
4384	DPW SAFETY TRAINING	100-5323-533500 54.37	54.37	DPW	08/04/2022
TOTAL VENDOR WI RURAL WATER ASSOCIATION			54.37		
GRAND TOTAL:			294,781.70		



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CHECK DISBURSEMENT REPORT FOR MUKWONAGO  
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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 440 LIBRARY FUND								
07/15/2022	GEN	34615	JULY	ABIGAIL ARMOUR	DONATED FUND EXPENDITURES	580600	5890	677.04
07/15/2022	GEN	34616	IMIL1813033	ALSCO	SUPPLIES	531100	5511	27.94
07/15/2022	GEN	34617#	1XRT-JFTC-4L4R	AMAZON CAPITOL SERVICES	SUPPLIES	531100	5511	62.14
			1LJ4-1LJH-9DQH		META SPACE EQUIPMENT & SUPPLIE	531400	5511	783.52
			17GV-KT7X-4WXC		PROGRAMMING	533100	5511	31.82
			1HRT-9PTJ-4GGT		PROGRAMMING	533100	5511	63.00
			1R9R-QJQV-6LCM		EQUIPMENT LESS THAN \$5000	581100	5511	116.62
			1QJY-VMM9-64QX		BOOKS	532800	5700	41.00
			1QKJ-VH7J-67P4		BOOKS	532800	5700	237.24
			1LJ4-1LJH-7JXX		AV MATERIAL	532900	5700	614.95
			1QJY-VMM9-79HF		DONATED FUND EXPENDITURES	580600	5890	421.33
				CHECK GEN 34617 TOTAL FOR FUN				2,371.62
07/15/2022	GEN	34618	41958	AMERICA AQUARIA	OUTSIDE SERVICES	531000	5511	85.00
07/15/2022	GEN	34619	2036809629	BAKER & TAYLOR INC.	BOOKS	532800	5700	38.81
			2036809630		BOOKS	532800	5700	233.21
			2036825018		BOOKS	532800	5700	122.25
			2036836314		BOOKS	532800	5700	74.28
			2036836315		BOOKS	532800	5700	862.14
			2036855585		BOOKS	532800	5700	1,268.86
			2036855586		BOOKS	532800	5700	171.57
				CHECK GEN 34619 TOTAL FOR FUN				2,771.12
07/15/2022	GEN	34620	B6442656	BRODART	BOOKS	532800	5700	314.85
			B6447648		BOOKS	532800	5700	370.39
			B6449833		BOOKS	532800	5700	379.65
			B6455131		BOOKS	532800	5700	243.51
				CHECK GEN 34620 TOTAL FOR FUN				1,308.40
07/15/2022	GEN	34621	JUNE	CATHRYN KIM	MILEAGE	533200	5511	28.67
07/15/2022	GEN	34622	77868959	CENGAGE LEARNING	BOOKS	532800	5700	28.79
			77912004		BOOKS	532800	5700	26.39
			77925914		BOOKS	532800	5700	28.79
			77987365		BOOKS	532800	5700	101.56
			78019536		BOOKS	532800	5700	27.99
			78034986		BOOKS	532800	5700	91.9

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO  
CHECK NUMBER 34615 - 34644

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Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
Fund: 440 LIBRARY FUND								
			78051511		BOOKS	532800	5700	17.59
				CHECK GEN 34622 TOTAL FOR FUN				323.08
07/15/2022	GEN	34623	1937391	CENTER POINT LARGE PRINT	BOOKS	532800	5700	82.51
07/15/2022	GEN	34624	695081	CHRISTY FREGIEN	BOOKS	532800	5700	16.99
07/15/2022	GEN	34625	7137604	DEMCO INC	SUPPLIES	531100	5511	147.78
07/15/2022	GEN	34626	960002863	EMCOR SERVICES	CONTRACTUAL SERVICES	522000	5511	1,490.00
07/15/2022	GEN	34627	1288	ERIC HUEMMER	DONATED FUND EXPENDITURES	580600	5890	400.00
07/15/2022	GEN	34628	31841095	GREAT AMERICAN FINANCIAL SVCS	OUTSIDE SERVICES	531000	5511	353.14
07/15/2022	GEN	34629	6302022	HINZ TANYA	PROGRAMMING	533100	5511	60.00
			7182022		PROGRAMMING	533100	5511	60.00
				CHECK GEN 34629 TOTAL FOR FUN				120.00
07/15/2022	GEN	34630	7262022	ICE AGE TRAIL ALLIANCE	PROGRAMMING	533100	5511	175.00
07/15/2022	GEN	34631	2599877	IMPACT ACQUISITIONS, LLC	SUPPLIES	531100	5511	20.48
07/15/2022	GEN	34632	7272022	KIDSPRAY LLC	PROGRAMMING	533100	5511	350.00
07/15/2022	GEN	34633	553	KLASSY KLEANERS	OUTSIDE SERVICES	531000	5511	2,535.00
07/15/2022	GEN	34634	502334137	MIDWEST TAPE	DIGITAL MATERIALS	534000	5511	490.57
07/15/2022	GEN	34635	62022	MUELLER AMY	PROGRAMMING	533100	5511	25.00
07/15/2022	GEN	34636	25540852	QUILL LLC	SUPPLIES	531100	5511	97.16
07/15/2022	GEN	34637	5064927502	RICOH USA, INC	OUTSIDE SERVICES	531000	5511	592.82
07/15/2022	GEN	34638	110290	ROMAN ELECTRIC CO., INC.	DONATED FUND EXPENDITURES	580600	5890	1,720.00
07/15/2022	GEN	34639	8042	SNAKE DISCOVERY	PROGRAMMING	533100	5511	307.00
07/15/2022	GEN	34640	8060	STEP N WASH, INC.	DONATED FUND EXPENDITURES	580600	5890	2,127.80
07/15/2022	GEN	34641	6102026	UNIQUE MANAGEMENT	OUTSIDE SERVICES	531000	5511	9.85
07/15/2022	GEN	34642	1046-F082752	UNITED STATES ALLIANCE FIRE	PREPAIRS & MAINTENANCE	539500	5511	390.00
07/15/2022	GEN	34643	505-0000069805	WI DEPT OF ADMIN	DATA LINES	534300	5511	600.00
07/15/2022	GEN	34644	16439	WISCONSIN ELEVATOR INSPECTION	CONTRACTUAL SERVICES	522000	5511	95.00
Total for fund 440 LIBRARY FUND								19,738.97
TOTAL - ALL FUNDS								19,738.97

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO  
CHECK NUMBER 34615 - 34644

Check Date	Bank	Check #	Invoice	Payee	Description	Account	Dept	Amount
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CHECK DISBURSEMENT REPORT FOR MUKWONAGO  
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Banks: GEN

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/15/2022	GEN	505 (E)	CHARTER COMMUNICATIONS	JUNE - JULY 2022 MONTHLY BILL	100-5120-522500	37.61
		505 (E)		JUNE - JULY 2022 MONTHLY BILL	100-5141-522500	15.91
		505 (E)		JUNE - JULY 2022 MONTHLY BILL	100-5142-522500	143.58
		505 (E)		JUNE - JULY 2022 MONTHLY BILL	100-5145-522900	70.18
		505 (E)		JUNE - JULY 2022 MONTHLY BILL	100-5160-522500	29.45
		505 (E)		JUNE - JULY 2022 MONTHLY BILL	100-5211-522500	458.55
		505 (E)		JUNE - JULY 2022 MONTHLY BILL	100-5241-522500	40.87
		505 (E)		JUNE - JULY 2022 MONTHLY BILL	100-5323-522500	73.76
		505 (E)		JUNE - JULY 2022 MONTHLY BILL	100-5512-522500	177.96
		505 (E)		JUNE - JULY 2022 MONTHLY BILL	150-5221-522500	367.37
		505 (E)		JUNE - JULY 2022 MONTHLY BILL	410-5363-522500	4.56
		505 (E)		JUNE - JULY 2022 MONTHLY BILL	440-5511-522500	293.61
		505 (E)		JUNE - JULY 2022 MONTHLY BILL	500-5344-522500	2.28
		505 (E)		JUNE - JULY 2022 MONTHLY BILL	610-6920-692100	38.75
		505 (E)		JUNE - JULY 2022 MONTHLY BILL	620-8400-851000	38.75
						<hr/> 1,793.19
TOTAL - ALL FUNDS				TOTAL OF 1 CHECKS		1,793.19

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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
Purchase Card Vendor: 0002 US BANK							
ARMOUR ABBY 54482	CKE*REREN WASHINGTON MEALS/ CONFERENCE/PD BY GRANT 440-5890-580600	06/24/2022 MROCKLEY	07/27/2022	32.50	0.00	Paid	Y 07/27/2022
	DONATED FUND EXPENDITURES			32.50			
ARMOUR ABBY 54483	FARMERS & DISTILLERS MEALS/CONFERENCE/PD BY GRANT 440-5890-580600	06/25/2022 MROCKLEY	07/27/2022	28.69	0.00	Paid	Y 07/27/2022
	DONATED FUND EXPENDITURES			28.69			
ARMOUR ABBY 54484	TST* BUSBOYS AND POETS - MEALS/CONFERENCE/PD BY GRANT 440-5890-580600	06/25/2022 MROCKLEY	07/27/2022	25.96	0.00	Paid	Y 07/27/2022
	DONATED FUND EXPENDITURES			25.96			
ARMOUR ABBY 54485	AMK WEW UPTOWN EXCHANGE MEALS/CONFERENCE/PD BY GRANT 440-5890-580600	06/25/2022 MROCKLEY	07/27/2022	14.00	0.00	Paid	Y 07/27/2022
	DONATED FUND EXPENDITURES			14.00			
ARMOUR ABBY 54486	SQ *UNION KITCHEN MEALS/CONFERENCE/PD BY GRANT 440-5890-580600	06/26/2022 MROCKLEY	07/27/2022	18.17	0.00	Paid	Y 07/27/2022
	DONATED FUND EXPENDITURES			18.17			
BITTNER RONALD 54487	HARBOR FREIGHT TOOLS3237 SHOP TOOLS 100-5323-531100	06/22/2022 MROCKLEY	07/27/2022	433.89	0.00	Paid	Y 07/27/2022
	SUPPLIES			433.89			
BITTNER RONALD 54488	DSPTS EPAY ISE VH ELEVATOR PERMIT 100-5160-521900	06/23/2022 MROCKLEY	07/27/2022	50.00	0.00	Paid	Y 07/27/2022
	PROFESSIONAL SERVICES			50.00			
BITTNER RONALD 54489	DSPTS E SERVICE FEE COM VH ELEVATOR ONLINE PAYMENT FEE 100-5160-521900	06/23/2022 MROCKLEY	07/27/2022	1.00	0.00	Paid	Y 07/27/2022
	PROFESSIONAL SERVICES			1.00			

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INVOICE REGISTER REPORT FOR MUKWONAGO  
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
Purchase Card Vendor: 0002 US BANK							
BITTNER RONALD							
54490	ZORO TOOLS INC	07/01/2022	07/27/2022	883.88	0.00	Paid	Y
	AIR FILTERS	MROCKLEY					07/27/2022
	440-5511-539500	REPAIRS & MAINTENANCE		883.88			
BITTNER RONALD							
54491	ZORO TOOLS INC	07/02/2022	07/27/2022	64.08	0.00	Paid	Y
	AIR FLITERS	MROCKLEY					07/27/2022
	440-5511-539500	REPAIRS & MAINTENANCE		64.08			
BONK JASON							
54492	USPS PO 5657100149	07/05/2022	07/27/2022	4.50	0.00	Paid	Y
	WATER LAB TESTING SHIPPING	MROCKLEY					07/27/2022
	610-6300-663200	OPERATION SUPPLY/EXP-TREATMENT		4.50			
BONK JASON							
54493	THE HOME DEPOT #4921	07/13/2022	07/27/2022	13.56	0.00	Paid	Y
	WATER SERVICE TRUCK SUPPLIES	MROCKLEY					07/27/2022
	610-6920-693000	MISC GENERAL EXPENSES		13.56			
BONK JASON							
54494	THE HOME DEPOT #4921	07/13/2022	07/27/2022	151.20	0.00	Paid	Y
	WATER DIAMOND CUT-OFF SAW BLADE	MROCKLEY					07/27/2022
	610-6451-665100	MAINTENANCE-MAINS		151.20			
DOHERTY DIANA							
54495	ALL OCCASIONS & BUBBS BBQ	06/21/2022	07/27/2022	180.00	0.00	Paid	Y
	CATERING DEPOSIT FOR EMPLOYEE	MROCKLEY					07/27/2022
	100-5141-539800	EMPLOYEE RECOGNITION		180.00			
DOHERTY DIANA							
54496	ALL OCCASIONS & BUBBS BBQ	07/13/2022	07/27/2022	561.60	0.00	Paid	Y
	CATERING BALANCE FOR EMPLOYEE PICNIC	MROCKLEY					07/27/2022
	100-5141-539800	EMPLOYEE RECOGNITION		561.60			
DYKSTRA DIANA							
54497	LEAGUE OF WISCONSIN MUNIC	06/23/2022	07/27/2022	95.00	0.00	Paid	Y
	LEAGUE BUDGETING HANDBOOK	MROCKLEY					07/27/2022
	100-5142-533500	LEAGUE TRAINING BUDGETING		95.00			

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INVOICE REGISTER REPORT FOR MUKWONAGO  
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
Purchase Card Vendor: 0002 US BANK							
DYKSTRA DIANA							
54498	CORPKIT.COM	07/01/2022	07/27/2022	314.80	0.00	Paid	Y
	VB & PLANNING MINUTE BINDERS	MROCKLEY					07/27/2022
	100-5142-531100	VB & PLANNING MINUTE BINDERS		314.80			
GOURDOUX LINDA							
54499	AMERICAN PLANNING A	06/28/2022	07/27/2022	195.00	0.00	Paid	Y
	AMERICAN PLANNING - AD FOR CEDD	MROCKLEY					07/27/2022
	100-5141-539900	PLANNING ADVERTISEMENT - CEDD		195.00			
ISELY MARY JO							
54500	NETFLIX.COM	07/01/2022	07/27/2022	19.99	0.00	Paid	Y
	STREAMING SERVICE 7/1/22-7/31/22	MROCKLEY					07/27/2022
	440-5511-533000	THINGERY PURCHASES		19.99			
KIM CATHRYN							
54501	UNIVERSITY BOOK STORE	06/14/2022	07/27/2022	25.00	0.00	Paid	Y
	STAFF GIFT/GRADUATION	MROCKLEY					07/27/2022
	440-5890-580600	DONATED FUND EXPENDITURES		25.00			
KIM CATHRYN							
54502	GARDEN PARTY FLORIST	06/16/2022	07/27/2022	60.00	0.00	Paid	Y
	STAFF FLOWERS	MROCKLEY					07/27/2022
	440-5890-580600	DONATED FUND EXPENDITURES		60.00			
KIM CATHRYN							
54503	NBF*NATL BIZ FURNITURE	06/18/2022	07/27/2022	463.15	0.00	Paid	Y
	TABLE FOR INFO DESK	MROCKLEY					07/27/2022
	440-5890-580600	DONATED FUND EXPENDITURES		463.15			
KIM CATHRYN							
54504	DOMINO'S 2096	06/21/2022	07/27/2022	44.00	0.00	Paid	Y
	TEEN PROGRAM	MROCKLEY					07/27/2022
	440-5511-533100	PROGRAMMING		44.00			
KIM CATHRYN							
54505	US BANK	06/23/2022	07/27/2022	(132.00)	0.00	Paid	Y
	CREDIT ON AED	MROCKLEY					07/27/2022
	440-5511-531100	SUPPLIES		(132.00)			



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INVOICE REGISTER REPORT FOR MUKWONAGO  
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
Purchase Card Vendor: 0002 US BANK							
KIM CATHRYN							
54506	WM SUPERCENTER #1571	06/24/2022	07/27/2022	87.93	0.00	Paid	Y
	SLP PRIZES	MROCKLEY					07/27/2022
	440-5890-580600	DONATED FUND EXPENDITURES		87.93			
KIM CATHRYN							
54507	DOMINO'S 2096	06/28/2022	07/27/2022	30.00	0.00	Paid	Y
	TEEN PROGRAM	MROCKLEY					07/27/2022
	440-5511-533100	PROGRAMMING		30.00			
KIM CATHRYN							
54508	FACEBK *ZJ4LFGT7M2	06/30/2022	07/27/2022	30.00	0.00	Paid	Y
	AD BOOST	MROCKLEY					07/27/2022
	440-5511-533300	OUTREACH		30.00			
KIM CATHRYN							
54509	HAHN ACE - MUKWONAGO	07/07/2022	07/27/2022	24.99	0.00	Paid	Y
	SLP PRIZE	MROCKLEY					07/27/2022
	440-5890-580600	DONATED FUND EXPENDITURES		24.99			
KIM CATHRYN							
54510	MAILCHIMP *MISC	07/08/2022	07/27/2022	69.99	0.00	Paid	Y
	MONTHLY NEWSLETTER	MROCKLEY					07/27/2022
	440-5511-534000	DIGITAL MATERIALS		69.99			
KIM CATHRYN							
54511	DOMINO'S 2096	07/12/2022	07/27/2022	57.34	0.00	Paid	Y
	TEEN PROGRAM	MROCKLEY					07/27/2022
	440-5511-533100	PROGRAMMING		57.34			
KINDER MATTHEW							
54512	NOR*NORTHERN TOOL	06/22/2022	07/27/2022	564.98	0.00	Paid	Y
	WATER FANS FOR WELL HOUSES	MROCKLEY					07/27/2022
	610-6210-662300	OPERATION SUPPLY/EXP-PUMPING		564.98			
KINDER MATTHEW							
54513	NOR*NORTHERN TOOL	06/24/2022	07/27/2022	724.98	0.00	Paid	Y
	WWTF SANDBLASTER	MROCKLEY					07/27/2022
	620-8030-828000	TRANSPORTATION EXPENSE		724.98			

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INVOICE REGISTER REPORT FOR MUKWONAGO  
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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
Purchase Card Vendor: 0002 US BANK							
KREISER ROBERT							
54514	ALPHA CARD SYSTEMS LLC	06/22/2022	07/27/2022	13.64	0.00	Paid	Y
	BLANK ID CARDS	MROCKLEY					07/27/2022
	100-5211-531100	SUPPLIES		13.64			
KREISER ROBERT							
54515	ALPHA CARD SYSTEMS LLC	07/07/2022	07/27/2022	88.99	0.00	Paid	Y
	ID CARD PRINTER RIBBON	MROCKLEY					07/27/2022
	100-5211-531100	SUPPLIES		88.99			
KREISER ROBERT							
54516	WON-A-GO BIKING	07/14/2022	07/27/2022	45.10	0.00	Paid	Y
	STEM RISER FOR POLICE BIKE	MROCKLEY					07/27/2022
	100-5212-539500	REPAIRS & MAINTENANCE		45.10			
KREISER ROBERT							
54517	WON-A-GO BIKING	07/14/2022	07/27/2022	2.15	0.00	Paid	Y
	TAX ACCIDENTALLY CHARGED 2X FOR	MROCKLEY					07/27/2022
	100-5212-539500	REPAIRS & MAINTENANCE		2.15			
MILLER KENNETH							
54518	THE HOME DEPOT #4921	06/15/2022	07/27/2022	359.82	0.00	Paid	Y
	WWTF LED LITE FIXTURES FOR LAB	MROCKLEY					07/27/2022
	620-8010-834000	MAINT-GENERAL PLANT/STRUCTURES		359.82			
MILLER KENNETH							
54519	NOR*NORTHERN TOOL	06/28/2022	07/27/2022	175.66	0.00	Paid	Y
	WWTF BAND SAW	MROCKLEY					07/27/2022
	620-8010-827000	OPERATION SUPPLY/EXPENSE		175.66			
MILLER KENNETH							
54520	US BANK	07/06/2022	07/27/2022	(59.97)	0.00	Paid	Y
	WWTF LAB LITE FIXTURE RETURNED	MROCKLEY					07/27/2022
	620-8010-834000	MAINT-GENERAL PLANT/STRUCTURES		(59.97)			
MILLER KENNETH							
54521	THE HOME DEPOT #4921	07/06/2022	07/27/2022	280.44	0.00	Paid	Y
	WWTF RAS RM PAINT AND LAB LITE	MROCKLEY					07/27/2022
	620-8010-834000	MAINT-GENERAL PLANT/STRUCTURES		280.44			

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
Purchase Card Vendor: 0002 US BANK							
MILLER KENNETH							
54522	OPC*WI RURAL WTR CONF	07/12/2022	07/27/2022	170.00	0.00	Paid	Y
	WATER WRWA CONFERENCE RMS FOR KEN MROCKLEY						07/27/2022
	610-6920-693000 MISC GENERAL EXPENSES			170.00			
MILLER KENNETH							
54523	OPC MSC*SERVICE FEE 024	07/12/2022	07/27/2022	5.53	0.00	Paid	Y
	WRWA CONFERENCE RMS FOR DAVE AND KEN MROCKLEY						07/27/2022
	610-6920-693000 MISC GENERAL EXPENSES			5.53			
MILLER KENNETH							
54524	ACTION FIRE AND ALARM	07/13/2022	07/27/2022	149.50	0.00	Paid	Y
	WATER WELL 5 FIRE EXTINGUISHER MROCKLEY						07/27/2022
	610-6210-662300 OPERATION SUPPLY/EXP-PUMPING			149.50			
MILLER KENNETH							
54525	ACTION FIRE AND ALARM	07/13/2022	07/27/2022	36.00	0.00	Paid	Y
	WATER WELL 5 FIRE EXTINGUISHER MROCKLEY						07/27/2022
	610-6210-662300 OPERATION SUPPLY/EXP-PUMPING			36.00			
MILLER KENNETH							
54526	THE HOME DEPOT #4921	07/13/2022	07/27/2022	26.94	0.00	Paid	Y
	WATER TRUCK TOOLS MROCKLEY						07/27/2022
	610-6920-693300 TRANSPORTATION EXPENSES			26.94			
MILLER KENNETH							
54527	NOR*NORTHERN TOOL	07/14/2022	07/27/2022	232.34	0.00	Paid	Y
	WWTF BAND SAW MROCKLEY						07/27/2022
	620-8010-827000 OPERATION SUPPLY/EXPENSE			232.34			
PETERSON RANDY							
54528	LUMASTROBE	06/29/2022	07/27/2022	92.74	0.00	Paid	Y
	GOOSE DETERANT STROBE LIGHT MROCKLEY						07/27/2022
	100-5521-531100 SUPPLIES			92.74			
STIEN JEFFREY R							
54529	WM SUPERCENTER #1571	06/15/2022	07/27/2022	8.48	0.00	Paid	Y
	STATION SUPPLIES MROCKLEY						07/27/2022
	150-5221-531100 SUPPLIES			8.48			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
Purchase Card Vendor: 0002 US BANK							
STIEN JEFFREY R							
54530	THE HOME DEPOT #4921	06/15/2022	07/27/2022	93.58	0.00	Paid	Y
	STATION MAILBOX	MROCKLEY					07/27/2022
	150-5221-531100	SUPPLIES		93.58			
STIEN JEFFREY R							
54531	PICK N SAVE #384	06/21/2022	07/27/2022	15.09	0.00	Paid	Y
	STATION SUPPLIES	MROCKLEY					07/27/2022
	150-5221-531100	SUPPLIES		15.09			
STIEN JEFFREY R							
54532	WM SUPERCENTER #1571	06/21/2022	07/27/2022	24.16	0.00	Paid	Y
	EMS SUPPLIES	MROCKLEY					07/27/2022
	150-5231-531100	SUPPLIES		24.16			
STIEN JEFFREY R							
54533	WM SUPERCENTER #1571	06/23/2022	07/27/2022	17.40	0.00	Paid	Y
	STATION SUPPLIES	MROCKLEY					07/27/2022
	150-5221-531100	SUPPLIES		17.40			
STREIT DANIEL							
54534	STAPLS0201194570000001	06/30/2022	07/27/2022	44.93	0.00	Paid	Y
	OFFICE SUPPLIES	MROCKLEY					07/27/2022
	100-5211-531100	SUPPLIES		44.93			
STREIT DANIEL							
54535	AMZN MKTP US*1C5W44KZ3	07/02/2022	07/27/2022	54.00	0.00	Paid	Y
	OFFICER NOTEBOOKS	MROCKLEY					07/27/2022
	100-5212-531100	SUPPLIES		54.00			
STREIT DANIEL							
54536	AMZN MKTP US*ZR6NM3UP3	07/04/2022	07/27/2022	79.98	0.00	Paid	Y
	OFFICE CHAIR FLOOR MATS	MROCKLEY					07/27/2022
	100-5211-531100	SUPPLIES		79.98			
STREIT DANIEL							
54537	AMZN MKTP US*VH01R1DU3	07/07/2022	07/27/2022	317.89	0.00	Paid	Y
	DISPATCH TELEVISION MONITOR FOR	MROCKLEY					07/27/2022
	100-5211-531100	SUPPLIES		317.89			

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
Purchase Card Vendor: 0002 US BANK							
SURA MATTHEW J							
54538	THE ANTENNA FARM	07/07/2022	07/27/2022	221.64	0.00	Paid	Y
	EMS CAPITAL NEW A3451	MROCKLEY					07/27/2022
	430-5700-571400	AMBULANCE CAPITAL EQUIP		221.64			
SURA MATTHEW J							
54539	APPLE.COM/BILL	07/08/2022	07/27/2022	0.99	0.00	Paid	Y
	APPLE STORAGE	MROCKLEY					07/27/2022
	150-5231-531100	SUPPLIES		0.99			
ZAESKE DEBBIE							
54540	GROUND ROUND OSHKOSH	06/22/2022	07/27/2022	28.35	0.00	Paid	Y
	DINNER 1 LEAP CONFERENCE ZAESKE	MROCKLEY					07/27/2022
	100-5211-533500	TRAINING & TRAVEL		28.35			
ZAESKE DEBBIE							
54541	GROUND ROUND OSHKOSH	06/23/2022	07/27/2022	29.39	0.00	Paid	Y
	DINNER 2 LEAP CONFERENCE ZAESKE	MROCKLEY					07/27/2022
	100-5211-533500	TRAINING & TRAVEL		29.39			
ZAESKE DEBBIE							
54542	BEST WESTERN PREMIER W	06/24/2022	07/27/2022	186.00	0.00	Paid	Y
	HOTEL LEAP CONFERENCE ZAESKE	MROCKLEY					07/27/2022
	100-5211-533500	TRAINING & TRAVEL		186.00			
ZAESKE DEBBIE							
54543	BP#6255236ARROWHEAD BP	06/24/2022	07/27/2022	57.00	0.00	Paid	Y
	FUEL LEAP CONFERENCE ZAESKE	MROCKLEY					07/27/2022
	100-5211-533500	TRAINING & TRAVEL		57.00			
Total Purchase Card Vendor: 0002 US BANK				7,935.94	0.00		

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Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
# of Invoices:	60	# Due:	0	Totals:	8,127.91	0.00	
# of Credit Memos:	2	# Due:	0	Totals:	(191.97)	0.00	
Net of Invoices and Credit Memos:					<hr/>	<hr/>	
				7,935.94	0.00		

--- TOTALS BY GL DISTRIBUTION ---

100-5141-539800	EMPLOYEE RECOGNITION	741.60
100-5141-539900	OTHER	195.00
100-5142-531100	SUPPLIES	314.80
100-5142-533500	TRAINING & TRAVEL	95.00
100-5160-521900	PROFESSIONAL SERVICES	51.00
100-5211-531100	SUPPLIES	545.43
100-5211-533500	TRAINING & TRAVEL	300.74
100-5212-531100	SUPPLIES	54.00
100-5212-539500	REPAIRS & MAINTENANCE	47.25
100-5323-531100	SUPPLIES	433.89
100-5521-531100	SUPPLIES	92.74
150-5221-531100	SUPPLIES	134.55
150-5231-531100	SUPPLIES	25.15
430-5700-571400	AMBULANCE CAPITAL EQUIP	221.64
440-5511-531100	SUPPLIES	(132.00)
440-5511-533000	THINGERY PURCHASES	19.99
440-5511-533100	PROGRAMMING	131.34
440-5511-533300	OUTREACH	30.00
440-5511-534000	DIGITAL MATERIALS	69.99
440-5511-539500	REPAIRS & MAINTENANCE	947.96
440-5890-580600	DONATED FUND EXPENDITURES	780.39
610-6210-662300	OPERATION SUPPLY/EXP-PUMPING	750.48
610-6300-663200	OPERATION SUPPLY/EXP-TREATMENT	4.50
610-6451-665100	MAINTENANCE-MAINS	151.20
610-6920-693000	MISC GENERAL EXPENSES	189.09
610-6920-693300	TRANSPORTATION EXPENSES	26.94
620-8010-827000	OPERATION SUPPLY/EXPENSE	408.00
620-8010-834000	MAINT-GENERAL PLANT/STRUCTURES	580.29
620-8030-828000	TRANSPORTATION EXPENSE	724.98

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Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			2,871.45	0.00		
	150 - FIRE/AMBULANCE FUND			159.70	0.00		
	430 - CAPITAL EQUIPMENT FUND			221.64	0.00		
	440 - LIBRARY FUND			1,847.67	0.00		
	610 - WATER UTILITY FUND			1,122.21	0.00		
	620 - SEWER UTILITY FUND			1,713.27	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	5141 - VILLAGE ADMINISTRATOR			936.60	0.00		
	5142 - CLERK-TREASURER			409.80	0.00		
	5160 - VILLAGE HALL			51.00	0.00		
	5211 - POLICE ADMINISTRATION			846.17	0.00		
	5212 - POLICE PATROL			101.25	0.00		
	5221 - FIRE ADMINISTRATION			134.55	0.00		
	5231 - AMBULANCE			25.15	0.00		
	5323 - GARAGE			433.89	0.00		
	5511 - LIBRARY SERVICES			1,067.28	0.00		
	5521 - PARKS			92.74	0.00		
	5700 - CAPITAL OUTLAY EXPENDITURES			221.64	0.00		
	5890 - USE OF DESIGNATED FUNDS			780.39	0.00		
	6210 - PUMPING MAINTENANCE			750.48	0.00		
	6300 - WATER TREATMENT OPERATIONS			4.50	0.00		
	6451 - T&D-MAINS MAINTENACE			151.20	0.00		
	6920 - ADMINISTRATIVE & GENERAL EX			216.03	0.00		
	8010 - WWTP-TREATMENT/DISPOSAL/GP			988.29	0.00		
	8030 - WASTEWATER COLLECTION SYSTE			724.98	0.00		
--- TOTALS BY PAYMENT CARD ACCOUNT ---							
	0366			741.60			
	0707			760.40			
	1051			1,289.96			
	1128			300.74			
	2365			19.99			
	2544			409.80			
	4175			149.88			
	5311			119.32			
	5538			496.80			
	5724			222.63			
	6347			195.00			
	6370			158.71			



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	GL Distribution						
--- TOTALS BY PAYMENT CARD ACCOUNT ---							
	8389			1,376.26			
	8764			169.26			
	9625			92.74			
	9708			1,432.85			

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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
4195510045 54561	WE ENERGIES 0700126680-00001 Digester Gas 620-8010-821200	06/28/2022 MROCKLEY 0700126680-00001 Digester Gas	07/22/2022	26.35  26.35	0.00	Paid	Y 07/22/2022
4195510045 54562	WE ENERGIES 0700126680-00002 Well #3 Elec 610-6200-662200	06/28/2022 MROCKLEY 0700126680-00002 Well #3 Elec	07/22/2022	1,480.76  1,480.76	0.00	Paid	Y 07/22/2022
4195510045 54563	WE ENERGIES 0700126680-00003 Street Lights 100-5342-522200	06/28/2022 MROCKLEY 0700126680-00003 Street Lights	07/22/2022	3,783.33  3,783.33	0.00	Paid	Y 07/22/2022
4195510045 54564	WE ENERGIES 0700126680-00004 Greenwald 610-6200-662200	06/28/2022 MROCKLEY 0700126680-00004 Greenwald	07/22/2022	119.52  119.52	0.00	Paid	Y 07/22/2022
4195510045 54565	WE ENERGIES 0700126680-00005 Booster Station 610-6200-662200	06/28/2022 MROCKLEY 0700126680-00005 Booster Station	07/22/2022	397.36  397.36	0.00	Paid	Y 07/22/2022
4195510045 54566	WE ENERGIES 0700126680-00007 1240 N. Rochester 620-8020-821000	06/28/2022 MROCKLEY 0700126680-00007 1240 N. Rochester	07/22/2022	89.89  89.89	0.00	Paid	Y 07/22/2022
4195510045 54567	WE ENERGIES 0700126680-00008 Police Garage 100-5211-522200	06/28/2022 MROCKLEY 0700126680-00008 Police Garage	07/22/2022	35.14  35.14	0.00	Paid	Y 07/22/2022
4195510045 54568	WE ENERGIES 0700126680-00009 Fld Prk Baseball 100-5521-522200	06/28/2022 MROCKLEY 0700126680-00009 Fld Prk Baseball Lights	07/22/2022	178.62  178.62	0.00	Paid	Y 07/22/2022
4195510045 54569	WE ENERGIES 0700126680-00010 Fox River View 620-8020-821000	06/28/2022 MROCKLEY 0700126680-00010 Fox River View	07/22/2022	141.13  141.13	0.00	Paid	Y 07/22/2022

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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
4195510045 54570	WE ENERGIES 0700126680-000011 DPW Elec 100-5323-522200	06/28/2022 MROCKLEY 0700126680-000011 DPW Elec	07/22/2022	351.55  351.55	0.00	Paid	Y 07/22/2022
4195510045 54571	WE ENERGIES 0700126680-000012 Fire 150-5221-522200	06/28/2022 MROCKLEY 0700126680-000012 Fire	07/22/2022	1,168.24  1,168.24	0.00	Paid	Y 07/22/2022
4195510045 54572	WE ENERGIES 0700126680-000013 police-CTH E N of 100-5211-522200	06/28/2022 MROCKLEY 0700126680-000013 police-CTH E N of Sugd	07/22/2022	19.26  19.26	0.00	Paid	Y 07/22/2022
4195510045 54573	WE ENERGIES 0700126680-000014 Hall 100-5160-522200	06/28/2022 MROCKLEY 0700126680-000014 Hall	07/22/2022	885.10  885.10	0.00	Paid	Y 07/22/2022
4195510045 54574	WE ENERGIES 0700126680-000014 Hall Gas 100-5160-522400	06/28/2022 MROCKLEY 0700126680-000014 Hall Gas	07/22/2022	42.82  42.82	0.00	Paid	Y 07/22/2022
4195510045 54575	WE ENERGIES 0700126680-000016 Miniwauken Park 100-5521-522200	06/28/2022 MROCKLEY 0700126680-000016 Miniwauken Park	07/22/2022	31.96  31.96	0.00	Paid	Y 07/22/2022
4195510045 54576	WE ENERGIES 0700126680-000017 Holz Elec 620-8010-821100	06/28/2022 MROCKLEY 0700126680-000017 Holz Elec	07/22/2022	10,692.70  10,692.70	0.00	Paid	Y 07/22/2022
4195510045 54577	WE ENERGIES 0700126680-000018 Parks 100-5521-522200	06/28/2022 MROCKLEY 0700126680-000018 Parks	07/22/2022	27.62  27.62	0.00	Paid	Y 07/22/2022
4195510045 54578	WE ENERGIES 0700126680-000019 Atkinson Pump 620-8020-821000	06/28/2022 MROCKLEY 0700126680-000019 Atkinson Pump	07/22/2022	432.55  432.55	0.00	Paid	Y 07/22/2022

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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
4195510045 54579	WE ENERGIES 0700126680-000020 Well #6 610-6200-662200	06/28/2022 MROCKLEY 0700126680-000020 Well #6	07/22/2022	130.65  130.65	0.00	Paid	Y 07/22/2022
4195510045 54580	WE ENERGIES 0700126680-000021 DPW Gas 100-5323-522400	06/28/2022 MROCKLEY 0700126680-000021 DPW Gas	07/22/2022	26.35  26.35	0.00	Paid	Y 07/22/2022
4195510045 54581	WE ENERGIES 0700126680-000022 Concession 100-5521-522200	06/28/2022 MROCKLEY 0700126680-000022 Concession Building	07/22/2022	741.37  741.37	0.00	Paid	Y 07/22/2022
4195510045 54582	WE ENERGIES 0700126680-000023 Well #3 Gas 610-6200-662200	06/28/2022 MROCKLEY 0700126680-000023 Well #3 Gas	07/22/2022	10.23  10.23	0.00	Paid	Y 07/22/2022
4195510045 54583	WE ENERGIES 0700126680-000024 Parks-200 S 100-5342-522200	06/28/2022 MROCKLEY 0700126680-000024 Parks-200 S Rochester	07/22/2022	22.59  22.59	0.00	Paid	Y 07/22/2022
4195510045 54584	WE ENERGIES 0700126680-000027 Police 100-5211-522200	06/28/2022 MROCKLEY 0700126680-000027 Police	07/22/2022	1,269.40  1,269.40	0.00	Paid	Y 07/22/2022
4195510045 54585	WE ENERGIES 0700126680-000028 Miniwaukan 100-5521-522200	06/28/2022 MROCKLEY 0700126680-000028 Miniwaukan Pavilion	07/22/2022	21.86  21.86	0.00	Paid	Y 07/22/2022
4195510045 54586	WE ENERGIES 0700126680-000029 F. Park Sump Pump 100-5521-522200	06/28/2022 MROCKLEY 0700126680-000029 F. Park Sump Pump	07/22/2022	20.56  20.56	0.00	Paid	Y 07/22/2022
4195510045 54587	WE ENERGIES 0700126680-000031 Holz Gas 620-8010-821200	06/28/2022 MROCKLEY 0700126680-000031 Holz Gas	07/22/2022	10.23  10.23	0.00	Paid	Y 07/22/2022

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4195510045 54588	WE ENERGIES 0700126680-000032 Well #4 Elec 610-6200-662200	06/28/2022 MROCKLEY 0700126680-000032 Well #4 Elec	07/22/2022	1,973.01  1,973.01	0.00	Paid	Y 07/22/2022
4195510045 54589	WE ENERGIES 0700126680-000033 Parks 100-5521-522200	06/28/2022 MROCKLEY 0700126680-000033 Parks	07/22/2022	131.64  131.64	0.00	Paid	Y 07/22/2022
4195510045 54590	WE ENERGIES 0700126680-000034 Street Lights 100-5342-522200	06/28/2022 MROCKLEY 0700126680-000034 Street Lights	07/22/2022	50.90  50.90	0.00	Paid	Y 07/22/2022
4195510045 54591	WE ENERGIES 0700126680-000036 Flashers 100-5211-522200	06/28/2022 MROCKLEY 0700126680-000036 Flashers	07/22/2022	10.66  10.66	0.00	Paid	Y 07/22/2022
4195510045 54592	WE ENERGIES 0700126680-000037 Well #4 Gas 610-6200-662200	06/28/2022 MROCKLEY 0700126680-000037 Well #4 Gas	07/22/2022	17.31  17.31	0.00	Paid	Y 07/22/2022
4195510045 54593	WE ENERGIES 0700126680-000038 Museum 100-5512-522200	06/28/2022 MROCKLEY 0700126680-000038 Museum	07/22/2022	140.20  140.20	0.00	Paid	Y 07/22/2022
4195510045 54594	WE ENERGIES 0700126680-000039 Well #5 610-6200-662200	06/28/2022 MROCKLEY 0700126680-000039 Well #5	07/22/2022	2,283.33  2,283.33	0.00	Paid	Y 07/22/2022
4195510045 54595	WE ENERGIES 0700126680-00043 Outdoor Stage 100-5521-522200	06/28/2022 MROCKLEY 0700126680-00043 Outdoor Stage	07/22/2022	22.87  22.87	0.00	Paid	Y 07/22/2022
4195510045 54596	WE ENERGIES 0709449777-00001 Library Gas 440-5511-522400	06/28/2022 MROCKLEY 0709449777-00001 Library Gas	07/22/2022	617.45  617.45	0.00	Paid	Y 07/22/2022

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4195510045 54597	WE ENERGIES 0709449777-00002 Library Elec 440-5511-522200	06/28/2022 MROCKLEY 0709449777-00002 Library Elec	07/22/2022	3,810.55  3,810.55	0.00	Paid	Y 07/22/2022
4195510045 54598	WE ENERGIES 0712697628-00001 Tower Radio Bldg 100-5211-522200	06/28/2022 MROCKLEY 0712697628-00001 Tower Radio Bldg	07/22/2022	23.44  23.44	0.00	Paid	Y 07/22/2022
4195510045 54599	WE ENERGIES 0712697628-00002 Mukw Dam 100-5254-522200	06/28/2022 MROCKLEY 0712697628-00002 Mukw Dam	07/22/2022	23.74  23.74	0.00	Paid	Y 07/22/2022
4195510045 54600	WE ENERGIES 0712697628-00003 PD Tower meter 100-5211-522200	06/28/2022 MROCKLEY 0712697628-00003 PD Tower meter #05662	07/22/2022	47.43  47.43	0.00	Paid	Y 07/22/2022
4195510045 54601	WE ENERGIES 0712697628-00004 1224 Riverton 620-8020-821000	06/28/2022 MROCKLEY 0712697628-00004 1224 Riverton	07/22/2022	80.89  80.89	0.00	Paid	Y 07/22/2022
4195510045 54602	WE ENERGIES 0712697628-00006 Well #7 610-6200-662200	06/28/2022 MROCKLEY 0712697628-00006 Well #7	07/22/2022	1,462.60  1,462.60	0.00	Paid	Y 07/22/2022
4195510045 54603	WE ENERGIES 0712697628-00007 School Crossing 100-5342-522200	06/28/2022 MROCKLEY 0712697628-00007 School Crossing Lights	07/22/2022	16.80  16.80	0.00	Paid	Y 07/22/2022
4195019742 54604	WE ENERGIES 0700126680-00015 STREET LIGHTS 100-5342-522200	06/28/2022 MROCKLEY 0700126680-00015 STREET LIGHTS	07/23/2022	10,363.63  10,363.63	0.00	Paid	Y 07/23/2022
4183085786 54605	WE ENERGIES 0700126680-00006 Field Park 100-5521-522200	06/28/2022 MROCKLEY 0700126680-00006 Field Park	07/24/2022	60.77  60.77	0.00	Paid	Y 07/24/2022

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User: MROCKLEY  
DB: Mukwonago

INVOICE REGISTER REPORT FOR MUKWONAGO  
EXP CHECK RUN DATES 07/22/2022 - 07/22/2022  
JOURNALIZED PAID  
VENDOR CODE: 0034 - CHECK TYPE: EFT  
WE ENERGIES REPORT FOR BOARD

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
4183085786							
54606	WE ENERGIES	06/28/2022	07/24/2022	33.38	0.00	Paid	Y
	0700126680-000025 Tower	MROCKLEY					07/24/2022
	610-6200-662200	0700126680-000025 Tower		33.38			
4183085786							
54607	WE ENERGIES	06/28/2022	07/24/2022	107.48	0.00	Paid	Y
	0700126680-00030 Andrews Street	MROCKLEY					07/24/2022
	100-5521-522200	0700126680-00030 Andrews Street		107.48			
# of Invoices:	47	# Due:	0	Totals:	43,435.22	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				43,435.22	0.00		

--- TOTALS BY GL DISTRIBUTION ---

100-5160-522200	ELECTRIC	885.10
100-5160-522400	GAS	42.82
100-5211-522200	ELECTRIC	1,405.33
100-5254-522200	ELECTRIC	23.74
100-5323-522200	ELECTRIC	351.55
100-5323-522400	GAS	26.35
100-5342-522200	ELECTRIC	14,237.25
100-5512-522200	ELECTRIC	140.20
100-5521-522200	ELECTRIC	1,344.75
150-5221-522200	ELECTRIC	1,168.24
440-5511-522200	ELECTRIC	3,810.55
440-5511-522400	GAS	617.45
610-6200-662200	FUEL OR POWER PURCHASED	7,908.15
620-8010-821100	WWTP ELECTRIC POWER	10,692.70
620-8010-821200	NAT GAS/ADMIN BLDG/HEAT EXCH	36.58
620-8020-821000	PUMPING POWER & FUEL	744.46

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INVOICE REGISTER REPORT FOR MUKWONAGO  
EXP CHECK RUN DATES 07/22/2022 - 07/22/2022  
JOURNALIZED PAID  
VENDOR CODE: 0034 - CHECK TYPE: EFT  
WE ENERGIES REPORT FOR BOARD

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			18,457.09	0.00		
	150 - FIRE/AMBULANCE FUND			1,168.24	0.00		
	440 - LIBRARY FUND			4,428.00	0.00		
	610 - WATER UTILITY FUND			7,908.15	0.00		
	620 - SEWER UTILITY FUND			11,473.74	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	5160 - VILLAGE HALL			927.92	0.00		
	5211 - POLICE ADMINISTRATION			1,405.33	0.00		
	5221 - FIRE ADMINISTRATION			1,168.24	0.00		
	5254 - DAMS			23.74	0.00		
	5323 - GARAGE			377.90	0.00		
	5342 - STREET LIGHTING			14,237.25	0.00		
	5511 - LIBRARY SERVICES			4,428.00	0.00		
	5512 - MUSEUM			140.20	0.00		
	5521 - PARKS			1,344.75	0.00		
	6200 - PUMPING OPERATIONS			7,908.15	0.00		
	8010 - WWTP-TREATMENT/DISPOSAL/GP			10,729.28	0.00		
	8020 - LIFT STATIONS/PUMPING EQUIP			744.46	0.00		



Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/18/2022	GEN	34645	ARROWHEAD BP	COURT FINES AND FEES	100-0000-233000	50.00
07/18/2022	GEN	34646	TREASURER STATE OF WI	COURT FINES AND FEES	100-0000-242400	4,132.84
07/18/2022	GEN	34647	TREASURER WAUKESHA COUNTY	COURT FINES AND FEES	100-0000-243240	1,349.00
			TOTAL - ALL FUNDS	TOTAL OF 3 CHECKS		5,531.84

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Banks: GEN

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/20/2022	GEN	34648	GREENWALD FAMILY LTD PARTNERSHIP	HWY 83 EASEMENT - PARCEL #4	250-5700-589800	83,800.96
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS		83,800.96

07/28/2022 10:28 AM			CHECK DISBURSEMENT REPORT FOR MUKWONAGO				Page	1/1
User: MROCKLEY			CHECK NUMBER 34733 - 34735					
DB: Mukwonago			Banks: GEN					
Check Date	Bank	Check #	Payee	Description	GL #	Amount		
07/22/2022	GEN	34733	REGISTRATION FEE TRUST	VIN 1GNSKLED3NR183078	100-5212-521900	165.50		
07/22/2022	GEN	34734	REGISTRATION FEE TRUST	VIN 1GNSKLED1NR182902	100-5212-521900	165.50		
07/22/2022	GEN	34735	REGISTRATION FEE TRUST	VIN 1GNSKLED6NR182863	100-5212-521900	165.50		
			TOTAL - ALL FUNDS	TOTAL OF 3 CHECKS		496.50		

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO  
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/27/2022	GEN	34736	WALWORTH CTY TREASURER	SCHOOL TAX LEVY & FIRST DOLLAR CREDIT	720-0000-121000	45,369.23
07/27/2022	GEN	34737	WAUKESHA CTY TREASURER	SCHOOL TAX LEVY & FIRST DOLLAR CREDIT	720-0000-121000	1,348,518.10
07/27/2022	GEN	515 (E)	WI DEPT OF REVENUE QTRLY TAX	WISCONSIN SALES TAX - 2ND QTR 2022	100-4820-485000	235.48
		515 (E)		WISCONSIN SALES TAX - 2ND QTR 2022	100-4820-485500	4.86
		515 (E)		WISCONSIN SALES TAX - 2ND QTR 2022	440-4600-430700	54.32
		515 (E)		WISCONSIN SALES TAX - 2ND QTR 2022	440-4600-431700	48.52
		515 (E)		WISCONSIN SALES TAX - 2ND QTR 2022	440-4670-431100	5.23
						<hr/> 348.41
			TOTAL - ALL FUNDS	TOTAL OF 3 CHECKS		1,394,235.74

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO  
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/22/2022	GEN	511 (E)	INVOICE CLOUD	INVOICE CLOUD MONTHLY FEES - JUNE	100-5142-539900	22.96
		511 (E)		INVOICE CLOUD MONTHLY FEES - JUNE	100-5241-539900	99.49
		511 (E)		INVOICE CLOUD MONTHLY FEES - JUNE	410-5363-539900	68.48
		511 (E)		INVOICE CLOUD MONTHLY FEES - JUNE	610-6902-690300	68.49
		511 (E)		INVOICE CLOUD MONTHLY FEES - JUNE	620-8300-840000	68.48
						<hr/> 327.90
07/22/2022	GEN	512 (E)	UKG INC.	PAYROLL PROCESSING FEES JUNE 2022	100-5111-539900	92.75
		512 (E)		PAYROLL PROCESSING FEES JUNE 2022	100-5120-539900	26.50
		512 (E)		PAYROLL PROCESSING FEES JUNE 2022	100-5141-539900	13.25
		512 (E)		PAYROLL PROCESSING FEES JUNE 2022	100-5142-539900	26.50
		512 (E)		PAYROLL PROCESSING FEES JUNE 2022	100-5145-539900	53.00
		512 (E)		PAYROLL PROCESSING FEES JUNE 2022	100-5211-539900	145.75
		512 (E)		PAYROLL PROCESSING FEES JUNE 2022	100-5212-539900	159.00
		512 (E)		PAYROLL PROCESSING FEES JUNE 2022	100-5213-521900	26.50
		512 (E)		PAYROLL PROCESSING FEES JUNE 2022	100-5241-539900	26.50
		512 (E)		PAYROLL PROCESSING FEES JUNE 2022	100-5300-539900	106.00
		512 (E)		PAYROLL PROCESSING FEES JUNE 2022	100-5670-521900	13.25
		512 (E)		PAYROLL PROCESSING FEES JUNE 2022	150-5221-539900	490.25
		512 (E)		PAYROLL PROCESSING FEES JUNE 2022	440-5511-539900	291.50
		512 (E)		PAYROLL PROCESSING FEES JUNE 2022	610-6902-690300	53.00
		512 (E)		PAYROLL PROCESSING FEES JUNE 2022	620-8300-840000	53.00
						<hr/> 1,576.75
TOTAL - ALL FUNDS				TOTAL OF 2 CHECKS		1,904.65

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/06/2022	GEN	34546	MINNESOTA LIFE INSURANCE	AUGUST 2022 LIFE INSURANCE	100-0000-215301	1,168.51
		34546		AUGUST 2022 LIFE INSURANCE	150-0000-215301	172.23
		34546		AUGUST 2022 LIFE INSURANCE	440-0000-215301	128.79
		34546		AUGUST 2022 LIFE INSURANCE	610-0000-215301	28.56
		34546		AUGUST 2022 LIFE INSURANCE	620-0000-215301	188.76
						<hr/> 1,686.85
07/06/2022	GEN	34547	MISSION SQUARE RETIREMENT	RETIREMENT PR 07/08/22 ACCT 305155	100-0000-215250	5,001.01
		34547		RETIREMENT PR 07/08/22 ACCT 305155	150-0000-215250	7.09
		34547		RETIREMENT PR 07/08/22 ACCT 305155	440-0000-215250	679.54
		34547		RETIREMENT PR 07/08/22 ACCT 305155	610-0000-215250	201.48
		34547		RETIREMENT PR 07/08/22 ACCT 305155	620-0000-215250	363.89
						<hr/> 6,253.01
07/06/2022	GEN	34548	SECURIAN FINANCIAL GROUP INC	JULY 2022 ACCIDENT INS	100-0000-215305	16.26
		34548		JULY 2022 ACCIDENT INS	150-0000-215305	0.64
						<hr/> 16.90
07/06/2022	GEN	504 (E)	GREAT WEST RETIREMENT SERVICES	RETIREMENT PR 07/08/2022	100-0000-215250	580.00
		504 (E)		RETIREMENT PR 07/08/2022	150-0000-215250	658.71
						<hr/> 1,238.71
			TOTAL - ALL FUNDS	TOTAL OF 4 CHECKS		9,195.47

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO  
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/20/2022	GEN	34649	AFLAC	ACCOUNT# V1553 SUPPLEMENTAL	100-0000-215302	324.53
		34649		ACCOUNT# V1553 SUPPLEMENTAL	150-0000-215302	313.19
		34649		ACCOUNT# V1553 SUPPLEMENTAL	440-0000-215302	0.66
		34649		ACCOUNT# V1553 SUPPLEMENTAL	610-0000-215302	2.49
		34649		ACCOUNT# V1553 SUPPLEMENTAL	620-0000-215302	230.89
						<hr/> 871.76
07/20/2022	GEN	34650	MISSION SQUARE RETIREMENT	RETIREMENT PR 07/22/22 ACCT 305155	100-0000-215250	5,143.05
		34650		RETIREMENT PR 07/22/22 ACCT 305155	440-0000-215250	680.49
		34650		RETIREMENT PR 07/22/22 ACCT 305155	610-0000-215250	198.90
		34650		RETIREMENT PR 07/22/22 ACCT 305155	620-0000-215250	372.29
						<hr/> 6,394.73
07/20/2022	GEN	34651	MUKWONAGO PROFESSIONAL	JULY 2022 FIRE UNION DUES	150-0000-215500	450.00
07/20/2022	GEN	34652	MUKWONAGO PROFESSIONAL POLICE	JULY 2022 POLICE UNION DUES	100-0000-215500	550.00
07/20/2022	GEN	34653	VILLAGE OF MUKWONAGO MRA	JULY 2022 FSA	100-0000-215350	1,661.77
		34653		JULY 2022 FSA	150-0000-215350	328.91
		34653		JULY 2022 FSA	610-0000-215350	1.09
		34653		JULY 2022 FSA	620-0000-215350	156.61
						<hr/> 2,148.38
07/20/2022	GEN	34654	WI SCTF	WI SCTF R&D FEE 2022	100-0000-215900	65.00
07/20/2022	GEN	506 (E)	DELTA DENTAL OF WISCONSIN	AUGUST 2022 DENTAL PREMIUMS	100-0000-215304	389.84
		506 (E)		AUGUST 2022 DENTAL PREMIUMS	150-0000-215304	20.98
		506 (E)		AUGUST 2022 DENTAL PREMIUMS	440-0000-215304	51.72
		506 (E)		AUGUST 2022 DENTAL PREMIUMS	610-0000-215304	9.63
		506 (E)		AUGUST 2022 DENTAL PREMIUMS	620-0000-215304	0.13
						<hr/> 472.30
07/20/2022	GEN	507 (E)	DELTA DENTAL OF WISCONSIN	AUGUST 2022 VISION PREMIUMS	100-0000-215303	56.32
		507 (E)		AUGUST 2022 VISION PREMIUMS	440-0000-215303	35.76
						<hr/> 92.08
07/20/2022	GEN	508 (E)	EMPLOYEE TRUST FUNDS	AUGUST 2022 HEALTH INSURANCE	100-0000-215300	51,802.52
		508 (E)		AUGUST 2022 HEALTH INSURANCE	150-0000-215300	8,328.16
		508 (E)		AUGUST 2022 HEALTH INSURANCE	440-0000-215300	6,717.18
		508 (E)		AUGUST 2022 HEALTH INSURANCE	610-0000-215300	3,401.4

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO  
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Banks: GEN

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
		508 (E)		AUGUST 2022 HEALTH INSURANCE	620-0000-215300	6,041.14
						<u>76,290.46</u>
07/20/2022	GEN	509 (E)	GREAT WEST RETIREMENT SERVICES	RETIREMENT PR 07/22/2022	100-0000-215250	580.00
		509 (E)		RETIREMENT PR 07/22/2022	150-0000-215250	658.71
						<u>1,238.71</u>
07/20/2022	GEN	510 (E)	WI RETIREMENT SYSTEM	WISCONSIN RETIREMENT CONTRIBUTIONS - JUNE 2022	100-0000-215200	31,609.86
		510 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS -	150-0000-215200	9,268.15
		510 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS -	440-0000-215200	4,834.72
		510 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS -	610-0000-215200	2,215.54
		510 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS -	620-0000-215200	2,720.02
						<u>50,648.29</u>
			TOTAL - ALL FUNDS	TOTAL OF 11 CHECKS		139,221.71





## Agenda Cover Report

<b>Date:</b> <b>7/21/22</b>	<b>Committee/Board:</b> <b>Finance Committee</b>
<b>Submitted by:</b> <b>Ron Bittner</b>	<b>Department:</b> <b>Public Works</b>
<b>Date of Committee Action: 8/3/22</b>	<b>Date of Village Board Action: 17/20/22</b>

**Subject:**

Purchase requisition for Micro Surfacing Street Sealing application.

**Executive Summary:**

The village road program uses Micro-Surfacing as a preservation sealant for asphalt streets. The product is an asphalt sealant with fractured granite suspended in a liquified solution that adheres to the street. At an average thickness of ¼ inch, it provides a new wear surface for aging streets in good condition. Polymers are added to the mix to aid in the drying process. The targeted streets include Minors Dr., Fritz Way, and Ahrens Dr. west of Meadowview Ln. (map attached).

There were adhesion issues with the 2021 friction seal project that resulted in street sections losing the applied granular material. Staff met with representatives from Fahrner and a reapplication of friction seal would create additional issues that may not be correctable. Because a modified GSB 88 compound was used in the application process, the village received value in street sealing. Fahrner acknowledged the issue and responded with a \$44,919.00 credit to a future project and the 2022 Micro-Surfacing will be credited. The credit amounts to 55% of the Friction Seal contract price.

**Fiscal Impact:**

The project includes material, preparation, and installation. The original contract price was \$89,838.00, and we will be receiving a credit of \$44,919.00 from the 2021 Friction Seal Project. Funds from the annual street maintenance budget with a final cost of \$44,919.00.

**Executive Recommendation/Action:**

We are requesting a recommendation to approve the purchase requisition for Micro-Surfacing from Fahrner Asphalt Sealers LLC in the amount of \$44,919.00.

☐ **Attachments Included**

## VILLAGE OF MUKWONAGO PURCHASE REQUISITION

PLEASE TYPE OR PRINT IN INK CLEARLY ON THIS FORM

<b>DATE:</b>	7/21/22	<b>NUMBER:</b>	
--------------	---------	----------------	--

<b>VENDOR NAME &amp; ADDRESS:</b>	<b>SHIP TO:</b>
Fahrner asphalt Sealers LLC 316 Raemisch R. Waunakee, WI 53597	DPW

<b>DEPT NAME:</b>	<b>SUGGESTED VENDOR</b>	<b>AUTHORIZED SIGNATURE</b>
DPW	Fahrner asphalt Sealers LLC 316 Raemisch R. Waunakee, WI 53597	

<b>BUDGETED ITEM?</b>	Yes	<b>BUDGETED SOURCE:</b>	
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ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT	ACCT #
1		Crack sealing, flex patch, Micro surfacing		\$89,838.00	
		Less 2021 Friction Seal Credit		(\$44,919.00)	
			<b>TOTAL</b>	<b>\$44,919.00</b>	480-5700-584000

FINANCE COMMITTEE USE ONLY	
<b>APPROVED (COMMITTEE INITIALS):</b>	
<b>DATE:</b>	
<b>SPECIAL INSTRUCTIONS</b>	

# PROPOSAL / CONTRACT

Job. No. \_\_\_\_\_

Date: May 17, 2022

PLOVER, WI 54467  
2800 Mecca Drive  
Ph.: 715.341.2868  
Fax: 715.341.1054

WAUNAKEE, WI 53597  
316 Raemisch Road  
Ph.: 608.849.6466  
Fax: 608.849.6470

KAUKAUNA, WI 54130  
860 Eastline Road  
Ph.: 920.759.1008  
Fax: 920.759.1019

EAU CLAIRE, WI 54703  
6615 U.S. Hwy 12 W  
Ph.: 715.874.6070  
Fax: 715.874.6717



Pavement Maintenance Contractors

EEO/AA Employer

CORPORATE OFFICE: 1.800.332.3360

FREDERIC, WI 54837  
3468 115th Street  
Ph.: 715.653.2535  
Fax: 715.653.2553

SAGINAW, MI 48601  
2224 Veterans Memorial Pkwy  
Ph.: 989.752.9200  
Fax: 989.752.9205

DUBUQUE, IA 52002  
7680 Commerce Park  
Section C  
Ph.: 563.556.6231  
Fax: 563.588.1240

OAKDALE, MN 55128  
7500 Hudson Blvd., Ste. 305  
Ph.: 651.340.6212  
Fax: 651.340.6221

Contact Name: **RON BITTNER**

Contract Price

**\$89,838.00**

PURCHASER: **VILLAGE OF MUKWONAGO**

TELEPHONE:

**(262) 363-6447**

ADDRESS: **440 RIVER CREST COURT  
MUKWONAGO, WI 53149**

DESCRIPTION OF PROPERTY:

**Micro Surfacing 2022**

**Minors Dr, Fritz Way, Meadow View Ct**

**Ahrens: Minors Dr to Meadow View Ct**

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

Rout out new cracks 3/4" x 3/4" width versus depth.

Blow out and clean cracks with compressed air and heat lance.

Seal cracks with Fed Spec ASTM D6690 Type II hot rubber asphalt sealant and over-band using hand squeegee puck method.

Crack filling does not include alligatored areas.

Cupped crack and minor alligatored areas will be heat lanced prior to application of the polyester fiber sealant to approximately 71 cupped cracks and approximately 400 square feet of alligatored areas.

The sealant will be applied and centered on the cupped crack area and squeegeed to a size width of approx. 30 to 32".

Once the sealant is squeegeed, an asphalt cement coated 1/4" fractured granite aggregate will be spray applied using a self contained heated spray injection truck.

Clean the existing surface with a self propelled broom. Furnish all labor, equipment, material, supplies, signage, traffic control, and other incidentals necessary to provide a Micro Surface.

Micro Surface will consist of a mixture of emulsified asphalt, Class A granite mineral aggregate, water, and specified additives, proportioned, mixed and uniformly spread over a properly prepared asphalt surface at a rate of 18 to 20 LBS/SY.

The completed Micro surface shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant surface texture.

Micro Surface will be put down curb line to curb line. Radius areas will not be done with intersecting streets.

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 20 days of the date above and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

2. If proposal is accepted please sign, retain one copy and forward a copy to our office.

3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of **\$89,838.00** and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:

Fahrner Asphalt Sealers, LLC: Cell: (920) 410-0243

Bill.Glatz@fahrnerasphalt.com

PURCHASER:

I have read and understand the terms and conditions on both sides of this contract.

Bill Glatz

(PRINT OR TYPE NAME)

By: Bill Glatz

(CONTRACTOR REPRESENTATIVE)

(PRINT OR TYPE NAME)

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

(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: May 17, 2022

Date of acceptance: \_\_\_\_\_



# TERMS AND CONDITIONS

## NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAWS, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

## ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

## EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

## PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface with appropriate material to eliminate potential cracking and uneven surface at the edge of the paved surface and for installing, replacing, maintaining and repairing shoulders. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utility/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

## INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

## WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Wisconsin winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

## DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action accrues and that the party asserting such a legal action shall be barred from any remedy thereto.

## ~~INDIVIDUAL LIABILITY~~ BG 5/17/22

~~The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.~~

## PRODUCT INFORMATION AND MAINTENANCE

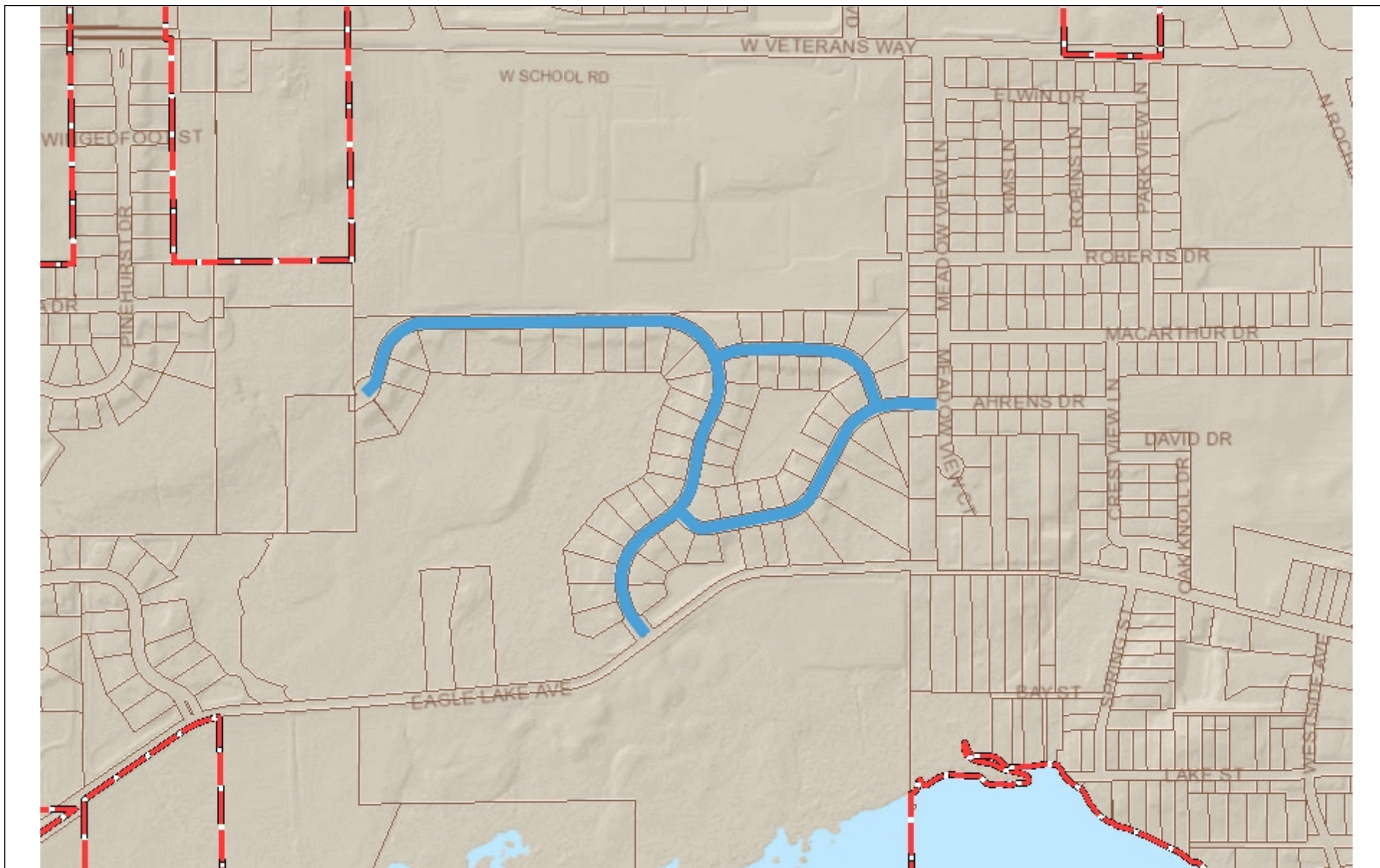
Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation.

## BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

## ENTIRE AGREEMENT

The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.



## Village of Mukwonago GIS

DISCLAIMER: The Village of Mukwonago does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 667'

VILLAGE OF MUKWONAGO  
440 River Crest Court  
PO Box 206  
Mukwonago, WI 53149  
262-363-6420

Print Date: 7/21/2022



# PROPOSAL / CONTRACT

Job. No. \_\_\_\_\_

Date: July 19, 2022

PLOVER, WI 54467  
2800 Mecca Drive  
Ph.: 715.341.2868  
Fax: 715.341.1054

WAUNAKEE, WI 53597  
316 Raemisch Road  
Ph.: 608.849.6466  
Fax: 608.849.6470

KAUKAUNA, WI 54130  
860 Eastline Road  
Ph.: 920.759.1008  
Fax: 920.759.1019

EAU CLAIRE, WI 54703  
6615 U.S. Hwy 12 W  
Ph.: 715.874.6070  
Fax: 715.874.6717



Pavement Maintenance Contractors

EEO/AA Employer

CORPORATE OFFICE: 1.800.332.3360

FREDERIC, WI 54837  
3468 115th Street  
Ph.: 715.653.2535  
Fax: 715.653.2553

SAGINAW, MI 48601  
2224 Veterans Memorial Pkwy  
Ph.: 989.752.9200  
Fax: 989.752.9205

DUBUQUE, IA 52002  
7680 Commerce Park  
Section C  
Ph.: 563.556.6231  
Fax: 563.588.1240

OAKDALE, MN 55128  
7500 Hudson Blvd., Ste. 305  
Ph.: 651.340.6212  
Fax: 651.340.6221

Contact Name: **RON BITTNER**

Contract Price

**\$44,919.00**

PURCHASER: **VILLAGE OF MUKWONAGO**

TELEPHONE:

**(262) 363-6447**

ADDRESS: **440 RIVER CREST COURT**

DESCRIPTION OF PROPERTY:

**MUKWONAGO, WI 53149**

**Micro Surfacing 2022**

**Minors Dr, Fritz Way, Meadow View Ct**

**Ahrens: Minors Dr to Meadow View Ct**

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

Rout out new cracks 3/4" x 3/4" width versus depth.

Blow out and clean cracks with compressed air and heat lance.

Seal cracks with Fed Spec ASTM D6690 Type II hot rubber asphalt sealant and over-band using hand squeegee puck method.

Crack filling does not include alligatored areas.

Cupped crack and minor alligatored areas will be heat lanced prior to application of the polyester fiber sealant to approximately 71 cupped cracks and approximately 400 square feet of alligatored areas.

The sealant will be applied and centered on the cupped crack area and squeegeed to a size width of approx. 30 to 32".

Once the sealant is squeegeed, an asphalt cement coated 1/4" fractured granite aggregate will be spray applied using a self contained heated spray injection truck.

Clean the existing surface with a self propelled broom. Furnish all labor, equipment, material, supplies, signage, traffic control, and other incidentals necessary to provide a Micro Surface.

Micro Surface will consist of a mixture of emulsified asphalt, Class A granite mineral aggregate, water, and specified additives, proportioned, mixed and uniformly spread over a properly prepared asphalt surface at a rate of 18 to 20 LBS/SY.

The completed Micro surface shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant surface texture.

Micro Surface will be put down curb line to curb line. Radius areas will not be done with intersecting streets.

Price: \$89,838.00 - \$44,919.00 (2021 Fiction Seal Credit) = \$44,919.00

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 20 days of the date above and/or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

2. If proposal is accepted please sign, retain one copy and forward a copy to our office.

3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of \$44,919.00 and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:

Fahrner Asphalt Sealers, LLC:Cell: (920) 410-0243

Bill.Glatz@fahrnerasphalt.com

Bill Glatz

(PRINT OR TYPE NAME)

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

(CONTRACTOR REPRESENTATIVE)

PURCHASER:

I have read and understand the terms and conditions on both sides of this contract.

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

(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: July 19, 2022

Date of acceptance: \_\_\_\_\_



## TERMS AND CONDITIONS

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### PURCHASER'S RESPONSIBILITIES

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Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

### INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

### WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Wisconsin winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

**All warranties are void if payment is not made as stipulated.**

### DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action accrues and that the party asserting such a legal action shall be barred from any remedy thereto.

### INDIVIDUAL LIABILITY

~~The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.~~

### PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation.

### BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

### ENTIRE AGREEMENT

The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.



## Agenda Item Cover Report

<b>Date:</b> July 29, 2022	<b>Committee/Board:</b> Finance
<b>Submitted by:</b> Diana Doherty	<b>Department:</b> Finance
<b>Date of Committee Action:</b> 8/3/2022	<b>Date of Village Board Action:</b> 8/17/2022

**Subject:** Reimbursement to reserves for project costs incurred prior to debt issuance

**Executive Summary:**

The Village needs to have a resolution in place authorizing the Finance Director to issue a declaration of official intent to reimburse reserves for preliminary projects costs incurred prior to the issuance of the debt intended to finance the project. If we don't have this resolution in place and wish to reimburse costs previously incurred on the project, we would not be able to issue tax-exempt debt for the project and would instead have to issue taxable debt, the cost of which is less favorable.

**Fiscal Impact:** The difference in cost between taxable debt and tax-exempt debt to finance capital projects.

**Executive Recommendation/Action:**

Recommend for approval Resolution 2022-48, a resolution designating officials authorized to declare official intent under reimbursement bond regulations.

### Attachments Included





411 East Wisconsin Avenue  
Suite 2400  
Milwaukee, Wisconsin 53202-4428  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Attorneys at Law in  
Chicago  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
Tampa  
Tucson  
Washington, D.C.

July 29, 2022

**VIA EMAIL**

Ms. Diana Doherty  
Finance Director  
Village of Mukwonago  
440 River Crest Court  
Mukwonago, WI 53149

Re: Declaration of Intent for Projects to be financed with Tax-Exempt Obligations

Dear Ms. Doherty:

Attached please find a Resolution which designates you to Declare Official Intent under the Reimbursement Regulations. This Resolution would also enable you to make Declarations of Official Intent for future projects.

You should arrange for the Village Board to adopt this Resolution sometime prior to making any expenditures for any project the Village intends to pay for with the proceeds of tax-exempt obligations prior to the time the tax-exempt obligations are issued.

Please note that a Declaration of Official Intent is attached to the Resolution. This is the Declaration you would complete and sign within 60 days of the date upon which you expend any funds for the proposed project. This should be completed, dated and kept in the official records of the Village. Please provide us with an executed copy of the Resolution and any completed Declarations.

Please note that any expenditures the Village makes more than 60 days prior to adopting this Resolution and making the Declaration of Intent will not be eligible for reimbursement, unless they fit into the "preliminary" expenditure exemption.

Preliminary expenditures are defined as including architectural, engineering, surveying, soil testing and reimbursement bond issuance costs incurred prior to commencement of construction, but do not include land acquisition, site preparation and similar costs incident to commencement of construction. In addition, the aggregate of preliminary expenditures may not exceed 20% of the principal amount of the bonds or notes issued.

Ms. Diana Doherty  
July 29, 2022  
Page 2

Please review the Resolution and include it on the agenda for the August 17 Village Board meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the Village (or if the Village has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). If the Resolution is adopted, please return one copy to us for our records, together with any declarations you sign.

If you have any questions or concerns regarding the attached, please do not hesitate to call me or any of the members of our Public Finance Group.

Very truly yours,

QUARLES & BRADY LLP

  
Rebecca A. Speckhard

RAS:TAB

Enclosures

cc: Mr. Fred Schnook (w/enc. via email)  
Mr. Justin Fischer (w/enc. via email)  
Ms. Emily Timmerman (w/enc. via email)  
Ms. Tracy Berrones (w/enc. via email)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DESIGNATING OFFICIALS  
AUTHORIZED TO DECLARE OFFICIAL INTENT UNDER  
REIMBURSEMENT BOND REGULATIONS

WHEREAS, the Department of the Treasury has issued final regulations (Treas. Reg. Section 1.150-2) (the "Reimbursement Bond Regulations") that, for the purpose of determining whether interest on certain obligations of a state or local government is excluded from gross income for federal income tax purposes, permit the use of the proceeds of tax-exempt obligations to reimburse capital expenditures made prior to the date such obligations are issued only if the state or local government, within 60 days of the date of expenditure, declares its official intent to reimburse the expenditure with proceeds of a borrowing;

WHEREAS, the Reimbursement Bond Regulations require that if a current expenditure is to be permanently financed by a later issue of tax-exempt obligations a state or local government must declare its intention to reimburse itself for the expenditure from proceeds of a borrowing within 60 days from when the expenditure is made (the "Declaration of Official Intent");

WHEREAS, the Reimbursement Bond Regulations permit a state or local government to designate an official or employee to make Declarations of Official Intent on its behalf;

WHEREAS, the Village Board (the "Governing Body") of the Village of Mukwonago, Wisconsin (the "Issuer") deems it to be necessary, desirable and in the best interest of the Issuer to authorize an official (or officials) or employee (or employees) of the Issuer to make a Declaration of Official Intent on its behalf when the Issuer reasonably expects to reimburse itself from the proceeds of a borrowing for certain expenditures for a specific property, project or program which it pays from other funds prior to the receipt of the proceeds of the borrowing with respect to such expenditures;

WHEREAS, the Governing Body hereby finds and determines that designating an official (or officials) or employee (or employees) with the authority to make Declarations of Official Intent will facilitate compliance with the Reimbursement Bond Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer, pursuant to Treas. Reg. Section 1.150-2(e)(1), that:

Section 1. Authorization to Declare Official Intent. The following officials or employees of the Issuer are hereby authorized and designated to make Declarations of Official Intent pursuant to the above-referenced Reimbursement Bond Regulations: Finance Director.

Section 2. Form of Declaration. Any such Declaration of Official Intent shall be made in substantially the form attached hereto.

Section 3. Public Availability. Any Declaration of Official Intent shall be maintained in the files of the Issuer and shall be made available for public inspection in compliance with applicable State law governing the availability of records of official acts of the Governing Body including Subchapter II of Chapter 19, Wisconsin Statutes (the "Public Records Law").

Section 4. Further Authorizations. The officials or employees authorized and designated above are each hereby further authorized to take such other actions as may be necessary or desirable to comply or evidence compliance with the Reimbursement Bond Regulations.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption and approval.

Adopted, recorded and approved this 17th day of August, 2022.

---

President

ATTEST:

---

Village Clerk

(SEAL)

[After adoption, please return a copy of this Resolution to Quarles & Brady LLP, Bond Counsel, at 411 East Wisconsin Avenue, 30th Floor, Milwaukee, Wisconsin 53202-4428, Attention: Rebecca A. Speckhard.]

NO. \_\_\_\_\_

### DECLARATION OF OFFICIAL INTENT

This is a Declaration of Official Intent of the Village of Mukwonago, Wisconsin (the "Issuer") to reimburse an expenditure with proceeds of a borrowing or borrowings authorized by the Issuer. This Declaration is made under and pursuant to Treas. Reg. Section 1.150-2. The undersigned has been designated as an official or employee authorized by the Issuer to make this Declaration of Official Intent pursuant to a Resolution adopted on August 17, 2022. This Declaration of Official Intent is a public record maintained in the files of the Issuer and is available for public inspection pursuant to Subchapter II of Chapter 19, Wisconsin Statutes.

The undersigned hereby declares that it is the reasonable expectation of the Issuer to use proceeds of a borrowing or borrowings to be incurred by the Issuer to reimburse expenditures for the property, project or program or from the fund(s)/account(s) described below:

1. Project\* description: \_\_\_\_\_

\_\_\_\_\_  
(Provide a general functional description of the property, project or program for which the expenditure to be reimbursed is paid, e.g. "\_\_\_ building program", "highway capital improvement program", "hospital equipment acquisition", "combined utility improvement program", etc.)

OR

2. Identify fund(s)/account(s): \_\_\_\_\_

\_\_\_\_\_  
(Provide a general functional description of the purpose of the fund or account from which the expenditure to be reimbursed is paid, e.g. "construction fund program" and "parks and recreation fund" and "highway fund".)

The maximum principal amount of the borrowing or borrowings to be incurred to reimburse expenditures for the above-described purposes is reasonably expected, on the date hereof, to be \$\_\_\_\_\_.

The Issuer intends to reimburse itself from borrowed funds within eighteen (18) months, (3 years if the Issuer is a "small issuer") after the later of (a) the date the expenditure is paid or (b) the date the facility is placed in service, but in no event more than 3 years after the expenditure is paid.

---

\* Each of the expenditures described must be one of the following: a capital expenditure (i.e. any cost which is properly chargeable to a capital account or would be so chargeable with a proper election), a cost of issuance for a bond, an expenditure relating to certain extraordinary working capital items, a grant, a qualified student loan, a qualified mortgage loan, or a qualified veterans' mortgage loan.

No money from sources other than the anticipated borrowing or borrowings is, or is reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer with respect to the expenditure, pursuant to the budgetary and financial circumstances of the Issuer as of the date of this Declaration.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Title: Finance Director

**RESOLUTION NO. 2022-47**

**A RESOLUTION TO APPROVING THE STORM WATER MANAGEMENT AGREEMENT FOR THE IDC BUILDING AT 600 PERKINS DRIVE, IN THE VILLAGE OF MUKWONAGO**

---

**WHEREAS**, action by the Village Board of the Village of Mukwonago is required to approve a Storm Water Management Agreement, and

**WHEREAS**, Ruekert-Mielke Engineers for the Village of Mukwonago have issued a recommendation for approval of Development Documents which include the Storm Water Management Agreement, and

**WHEREAS**, the Village Board has reviewed the SWMA as presented in Exhibit A, and is subject to the conditions set forth therein, including but not limited to the providing of funds for the escrow regarding village fees, the sureties required in the agreement in form acceptable to the Village and evidence of the required insurance coverages.

**NOW, THEREFORE, BE IT RESOLVED** the Village Board of the Village of Mukwonago, Wisconsin, hereby approves the Storm Water Management Agreement with NPG Real Estate LLC the IDC Building at 600 Perkins Drive, in the Village of Mukwonago as attached hereto and incorporated by reference as Exhibit A, and all provisions therein.

Passed and dated this 17<sup>th</sup> day of August 2022.

Village of Mukwonago

By: \_\_\_\_\_  
Fred Winchowky, Village President

Attest: \_\_\_\_\_  
Diana A Dykstra, Village Clerk-Treasurer

June 30, 2022

Mr. Tim Schwecke  
Interim Community Planner  
Village of Mukwonago  
440 River Crest Court  
Mukwonago, WI 53149

Re: IDC – 600 Perkins Drive  
Approval of Development Documents

Dear Mr. Schwecke:

We have reviewed the civil plan set, storm water management plan (SWMP), and storm water maintenance agreement (SWMA) for the IDC Building at 600 Perkins Drive. The Civil Plans are dated May 23, 2022 and the SWMP is dated May 6, 2022. These documents were received in our office on June 2, 2022. We believe that the submittal generally meets the intent of the Village Ordinances, Standard Specifications, and follows standard engineering practice. We, therefore, recommend the following actions by the Village:

1. Approval of the Storm Water Management Plan
2. Approval of the Construction Drawings.
3. Approval and execution of the Storm Water Maintenance Agreement by the Village Board upon submittal of original signatures of a developer-signed copy of the document.

We recommend that these actions, the issuance of any permits, and any land disturbing activities are made subject to the following conditions:

1. The SWMA needs to be signed and recorded prior to any land disturbing activity.
2. The Developer shall submit a breakdown for construction costs associated with the construction of the storm water management devices on-site. This cost breakdown will be reviewed by R/M once it is submitted and then R/M will approve a value for the letter of credit that will need to be established with the Village.
3. Copies of all WDNR permits shall be submitted to the Village and R/M.
4. Prior to any land disturbing activities, the Developer shall hold a preconstruction conference with representatives of the design team, the construction team, Village and Utility Staff and Ruekert & Mielke to ensure all members of the design and construction team understand the requirements during construction.
5. During construction, the following conditions shall be followed:
  - a. Owner shall maintain approved plans on-site and readily available to the Village Erosion Control Inspector.
  - b. On-site approved plans must reflect current construction conditions and compliance with the Village ordinance.



Mr. Tim Schwecke  
IDC-600 Perkins Drive – Approval  
June 30, 2022  
Page 2

- c. On-site plans must reflect the current sequence of construction and all erosion and sediment control measures shall meet the Wisconsin Department of Natural Resources Technical Standards.
- d. Village ordinance requires inspection of the erosion control measures once every 7 days and within 24 hours of a rainfall of 0.5 inches or greater. All inspection reports must be available on-site and available to the Village at any time of day. Reports must contain the information required by the WDNR.
- e. Owner will provide erosion control measures and restore any private utility company land disturbance resulting from providing utilities to this site regardless of location.
- f. The WDNR NOI Certificate of coverage shall be displayed in a location where the general public can easily view the document without entering the site. The placement of the certificate shall be near the primary entrance to the site. The certificate shall be protected from weather so it does not become unreadable.

Our review did not include a detailed check of site engineering and survey data. The accuracy of this data is the responsibility of GBA, Inc.

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, P.E. (WI)  
Project Engineer  
[pgesch@ruekert-mielke.com](mailto:pgesch@ruekert-mielke.com)

PWG:pwg

cc: Fred Schnook, Village of Mukwonago  
Diana Dykstra, Village of Mukwonago  
Tim Rutenbeck, Village of Mukwonago  
Wayne Castle, Village of Mukwonago  
Ron Bittner, Village of Mukwonago  
Daniel Streit, Village of Mukwonago  
Jeff Stien, Village of Mukwonago  
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.  
IDC Development Team

Berks Group - IDC  
Storm Water Maintenance Agreement  
Village of Mukwonago, County of Waukesha, WI

NPG Real Estate, LLC, as "Owner" of the property described in Exhibit A, in accordance with Chapter 34 of the Village of Mukwonago Municipal Code, agrees to install and maintain storm water *management practices* on the subject property in accordance with approved plans and Storm Water Permit conditions. The Owner further agrees to the terms stated in this document to ensure that the storm water management practices continue serving the intended functions in perpetuity. This Agreement includes the following exhibits:

**Exhibit A:** Legal Description of the real estate for which this Agreement applies ("Property").

**Exhibit B:** Location Map - shows an accurate location of each storm water management practice affected by this Agreement.

**Exhibit C:** Maintenance Plan - prescribes those activities that must be carried out to maintain compliance with this Agreement.

**Exhibit D:** Design Summary - contains a summary of key Engineering calculations and other data used to design the storm water management practices.

**Exhibit E:** As-built survey (to be recorded as an addendum) - shows a detailed "as-built" cross section and plan view of the storm water management practices.

**Exhibit F:** Engineering/Construction Verification (to be recorded as an addendum) - provides verification from a Professional Engineer that the design and construction of the storm water management practices complies with all applicable technical standards and the Village's requirements.

NOTE: After construction verification has been accepted by the Village of Mukwonago, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Village showing construction details and construction verification. The addendum(s) may contain several additional exhibits, as described below.

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. Upon execution of this Agreement, the Village shall record the Agreement at the Waukesha County or Walworth County Register of Deeds, as applicable. The recording of this Agreement shall be a condition for the issuance of a Storm Water Permit. An addendum to this Agreement shall be recorded upon project completion which shall include submittal of Exhibit E and Exhibit F in an acceptable form to the Village. The recording of Amendment #1 including Exhibit E and Exhibit F shall be a condition for the issuance of an occupancy permit.
2. The Owner shall construct, maintain and if necessary reconstruct the storm water management practices so as to maintain their compliance with applicable governmental, statutes, ordinances or rules. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practices identified in Exhibit B in accordance with the maintenance plan contained in Exhibit C.



3. The Owner shall, at their own cost inspect the storm water best management practices on an annual basis and maintain records of annual inspections and maintenance performed. Records shall be made available to the Village upon request within 30 days of written notice. Annual inspections shall be performed as detailed in Exhibit C Maintenance Plan of the storm water maintenance agreement and shall be performed to determine if the facility is functioning within the design parameters. Commencing in 2023 - and every five years thereafter the Owner shall, at their own cost, have a certification inspection of the storm water management practices conducted by a professional engineer, who shall then file a report with the Village of Mukwonago no later than December 31<sup>st</sup> of the same year. Upon written notification by Village of Mukwonago or its designee the Owner shall, at their own cost and within a reasonable time period determined by the Village of Mukwonago, have an inspection of the storm water management practices conducted by a professional engineer, who shall then file a report with the Village of Mukwonago. The Owner shall thereafter timely complete any maintenance or repair work recommended in any of the above reports. The Owner shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 2 above, the Village of Mukwonago, or its designee, is authorized but not required to access the property as necessary to conduct inspections of the storm water management BMP's to ascertain compliance with the terms and intent of this Agreement and the activities prescribed in Exhibit C. The Village of Mukwonago may require work to be done which differs from the report(s) described in paragraph 3 above, if the Village of Mukwonago reasonably concludes that such work is necessary and consistent with the intent of this agreement and /or with Chapter 34 of the Village Code of Ordinances. Upon notification by the Village of Mukwonago of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame, as determined by the Village of Mukwonago.
5. If the Owner does not complete an inspection under 3 above or complete the required maintenance or repairs under 2 above within the specified time period, the Village of Mukwonago is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village of Mukwonago, no notice shall be required prior to the Village of Mukwonago performing emergency maintenance or repairs.

The cost of inspections or measures undertaken by the Village pursuant to this agreement shall be first paid from the proceeds of any surety maintained to secure the performance by the Owner/Developer of its obligations under this agreement and the conditions of the use, site and architectural approval. In the event that the costs of said measures shall exceed the value of the surety or the surety has expired or been terminated, then in that event the cost of said measures shall be assessed as a special charge for current services pursuant to Wis Stat Sec. 66.0627. Any such assessment which is not paid within 60 days after billing shall be deemed a delinquent special charge and shall become a lien upon the parcel against which such charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the parcels for which payment has not been received by the Village and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charges. The Developer hereby consents to the levy of such charge and waives notice and the right to hearing.

6. This Agreement shall run with the property and be binding upon all heirs, successors and assigns. After the Village records this document, the Village of Mukwonago shall have the sole authority to modify this agreement contingent upon the Village of Mukwonago providing a 30 day written notice to the current Owner. Any modifications shall conform to the minimum requirements of Chapter 34



(or its successor) and be written so as to ensure the long-term maintenance of the storm water BMP's.

7. The Owner/Developer agrees to pledge a surety in a form acceptable to the Village of Mukwonago to secure performance of the obligations arising from the construction and maintenance of the storm water BMPs provided for under this Agreement in the amount of 120% of the actual cost of the storm water BMPs. Said surety shall remain in effect for a period of three (3) years from the date of the execution of this Agreement or until drawn upon in full by the Village or one year (1) from the date of the certification of the storm water improvements whichever occurs first. Release of the surety prior to the deadlines stated herein shall be governed by Mukwonago Village code section 34-108(c) as amended
8. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

Dated this 14 day of July, 2022

Owner:

  
Authorized Representative of

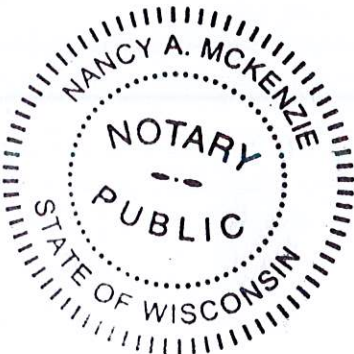
Matt J Gluszczyk

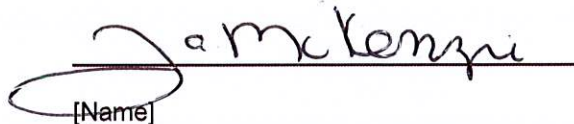
(Printed Name of Authorized Representative)

State of Wisconsin:

County of Waukesha

Personally came before me this 14 day of June, 2022, the above named Matt Gluszczyk, as the authorized Representative of NPG Real Estate, LLC for the purpose of signing this document, to me known to be the person who executed the foregoing instrument and acknowledged the same.



  
[Name]

Notary Public, Waukesha County, WI

My commission expires: 9/16/2023

Accepted by the Village of Mukwonago this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Fred Winchowky, Village President

\_\_\_\_\_  
Diana Dykstra, Village Clerk

This document was drafted by:  
Attorney Mark G. Blum  
Hippenmeyer, Reilly, Blum,  
Schmitzer, Fabian & English, S.C.  
P.O. Box 766  
Waukesha, WI 53187-0766  
Telephone: (262) 549-8181  
Facsimile: (262) 549-8191  
Email: [mgbлум@hrblawfirm.com](mailto:mgbлум@hrblawfirm.com)

**EXHIBIT - A**  
**LEGAL DESCRIPTION**  
**(BERKS GROUP - IDC)**

LEGAL DESCRIPTION

Lot One (1) of Certified Survey Map No. 7231, part of the Southeast One-quarter (1/4) of the Northeast One-quarter of Section Twenty-six (26), and the Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-five (25), in Township Five (5) North, Range Eighteen (18) East, in the Village of Mukwonago, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County on November 24, 1993, in Volume 61 of Certified Survey Maps, Pages 104 and 108 inclusive, as Document No. 1907830.



EXHIBIT B -  
SITE LOCATION MAP  
(BERKS GROUP - IDC)



**EXHIBIT C -  
MAINTENANCE PLAN  
(BERKS GROUP - IDC)**

**Inspection and Maintenance Schedule**

**I. Post Storm Event Inspection:**

Inspect the following after every major rainstorm, defined as a storm which provides more than 2.5-inches of rainfall within a 24-hour period. Make any repairs as necessary:

1. Debris cleanup: The storm sewer inlets, wet detention pond and outlet control structure shall be inspected and all debris shall be collected and disposed of appropriately. The goal of this cleanup process is to remove all materials that may contribute to clogging and thus reduce functionality of the storm sewer system and wet detention pond.
2. Erosion repair and sediment removal: Eroded areas shall be promptly repaired using low-impact earth moving techniques commensurate with the scale of the repair task. Any bare soil areas shall be revegetated according to the original design specifications.

**II. Annual Inspection:**

Inspect the Wet Detention Pond and Storm Sewer Conveyance Network for the following every year in spring. Make any repairs as necessary

1. Berm and Side Slope Inspection: Walk along the entire pond perimeter and inspect all berms and side slopes for settling, cracking, erosion, or leakage.
2. Inlet/Outlet Pipe Inspection: Inspect all pipe inlets and outlets for any pipe separation or erosion.
3. Storm Sewer Conveyance Network: Inspect all storm sewer structures and conveyance piping for any excessive debris.
4. Permanent Pool Inspection: Visually inspect the level of the permanent pool in the wet detention pond to determine if it is at the proper elevation – the safety shelf should not be exposed. Sediment removal is required once the average depth of permanent pool is 3.0 feet. Sediment disposal locations shall meet State Code. The liner shall be protected from damage during sediment removal.



5. Outlet Structure Inspection: Inspect the outlet structure and outlet pipes. Clear away all debris and remove any blockages. Check for erosion or riprap displacement.

### **III. Every Third Year**

Inspect the following every third year during spring. Make any repairs as necessary:

1. Check Wet Detention Pond Sediment Level: Sediment level in the wet detention pond shall be checked. Sediment must be removed when the average depth of the wet detention pond sediment is less than three feet from the design normal water elevation of the wet detention pond.
2. Exotic and noxious weed management: Plantings in stormwater management facilities shall be surveyed for exotic and noxious weed growths. This survey must be conducted by a qualified individual, knowledgeable in horticulture and the recognition of wetlands vegetation. If noxious or exotic weed growths are present, they shall be eliminated using appropriate methods, and the area shall be revegetated according to the original site specifications, if necessary.

**EXHIBIT - D  
DESIGN SUMMARY  
(BERKS GROUP - IDC)**

***Stormwater Quality Improvement***

The site requires 80% TSS reduction

***Peak Discharge Rate Control***

The following controls are to be met by the site:

100-Yr. postconstruction shall be less than or equal to the 100-Yr. pre-construction;

10-Yr. post construction shall be less than or equal to the 10-Yr. pre- construction;

2-Yr. post construction shall be less than or equal to the 2-Yr. pre-construction.

***Water Quality Reduction***

Storm Events

The following storm frequencies and respective rainfall depths for Mukwonago, Wisconsin were used to analyze the storm water runoff conditions.

Design Storm Recurrence Interval and Depths

2-year storm depth = 2.7"  
10-year storm depth = 3.81"  
100-year storm depth = 6.18"

***Runoff Curve Numbers (CN)***

An CN of 80 for proposed conditions draining to the pond (%% impervious) and 79 for proposed undetained areas (areas where grading restrictions wouldn't permit drainage to the pond or additional detention devices).

***Stormwater Pond and Outlet Structure***

The pond was designed in accordance with a previous stormwater report approved by the Village of Mukwonago. The primary outfall structure will control the 2-Yr., 10-Yr. and 100-Yr. 24-Hour design storms via a 5" (inch) diameter orifice in a precast concrete rectangular structure. The structure has an

open top to convey less frequent storms or in the case the primary outlet is blocked. The open top has a MS type grate with a rise of 4" front to back.

An overflow spillway was designed to safely convey the 1000-year, 24-hour design storm without overtopping the embankments, under plugged conditions. The overflow spillway was verified to be capable of passing the 100-year, 24-hour design storm, if the existing outlet structure was unavailable.

## Results

The following tables summarizing the peak discharge estimates for the Site, and the total routed discharge rate for each design storm event.

Existing Conditions Discharge Rates

Existing Conditions			
Storm Yr.	Peak Discharge (CFS)		
	Subbasin 1	Subbasin 2	Total
2	5.3	3.0	7.7
10	9.7	13.8	19.9
100	18.5	30.2	46.7

Proposed Conditions Discharge Rates

Proposed Conditions			
Storm Yr.	Peak Discharge (CFS)		
	Subbasin 1	Subbasin 2	Total
2	6.9	2.5	8.8
10	11.7	6.3	14.4
100	20.8	26.5	43.0

Peak Pond Elevations

Subbasin 2 - Proposed Retention Basin Summary			
Storm Yr.	Peak Discharge (CFS)	Peak Storage (AC-FT)	Peak Water Elevation (FT)
2	2.5	0.5	804.6
10	7.1	0.9	805.3
100	27.3	1.1	805.6

## Water Quality Improvement

### Approach

Water Quality is proposed to be improved through the use of the pond to allow TSS partials to settle out of the storm water prior to discharge. The outlet structure was designed to control the rate of discharge from the 2, 10 and 100-Yr. 24hr design storms to promote TSS settling. The pond was designed with a permanent pool depth of 4 feet. 3 feet of dead storage and 1 foot of sediment storage. The permanent pool surface was designed to be 16,117 square feet at elevation 803.5 feet (the lowest outlet invert elevation)

### Storm Events

As previously mentioned, the 2, 10, and 100-Yr. design storms were used to analyze the sediment removal efficiency of the proposed pond. The following table provides the peak discharge rates from the sedimentation pond for the pertinent storm events.

TSS Pond Elevations

Subbasin 2 - Proposed Retention Basin Summary		
Storm Yr.	Peak Discharge (CFS)	Peak Water Elevation (FT)
2	2.5	804.6
10	7.1	805.3
100	27.3	805.6

### Results

The proposed Site was analyzed using P8 software to determine TSS reduction. A reduction of 80% TSS is required by the Village and WDNR. A summary of the results are below for TSS and Total Phosphorus (P).

Source loading and Management Model (P8) % reduction

Variable	OVERALL	WET_POND
P0%		
P10%	66.4	66.4
P30%	88.8	88.8
P50%	97.3	97.3
P80%	99.8	99.8
TSS	90.3	90.3
TP	62.4	62.4

**RESOLUTION NO. 2022-46**

**A RESOLUTION TO APPROVING THE DEVELOPMENT AGREEMENT FOR  
MINOR'S ESTATES NO. 4, PHASE 2 IN THE VILLAGE OF MUKWONAGO**

---

**WHEREAS**, action by the Village Board of the Village of Mukwonago is required to approve a Development Agreement, and

**WHEREAS**, there is a need to approve the Development Agreement for subdivision improvements for the Minor's Estates No. 4 Phase 2, and

**WHEREAS**, the Village Board has reviewed the Development Agreement as presented in Exhibit A, and is subject to the conditions set forth therein, including but not limited to the providing of funds for the escrow regarding village fees, the sureties required in the agreement in form acceptable to the Village and evidence of the required insurance coverages.

**NOW, THEREFORE, BE IT RESOLVED** the Village Board of the Village of Mukwonago, Wisconsin, hereby approves the Development Agreement for Minor's Estates No 4, Phase 2 in the Village of Mukwonago as attached hereto and incorporated by reference as Exhibit A, and all provisions therein.

Passed and dated this 17<sup>th</sup> day of August 2022.

Village of Mukwonago

By: \_\_\_\_\_  
Fred Winchowky, Village President

Attest: \_\_\_\_\_  
Diana A Dykstra, Village Clerk-Treasurer

## MIINOR'S ESTATES

### SECOND AMENDED, SUPPLEMENTED AND RESTATED DEVELOPER'S AGREEMENT FOR MINOR'S ESTATES NO. 4, PHASE 2.

**THIS SECOND AMENDED, SUPPLEMENTED AND RESTATED AGREEMENT ("AGREEMENT")**, is made and entered into this \_\_\_ day of July, 2022, 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, supplements and restates in its entirety the Amended and Restated Developer's Agreement for Subdivision Improvements in Accordance with the Subdivision Ordinance of the Village of Mukwonago for Minor's Estates No. 4, which was entered into between the parties on April 21, 2021 and recorded with the Waukesha County Register of Deeds as Document No. 4586256 on May 21, 2021. That Amendment amended and restated 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 2 of the **SUBDIVISION** unless otherwise noted herein.

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

8/3/22

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 2 Public Improvement Costs, List of Work and Responsibilities of Subdivider
- EXHIBIT B** Site Improvement Plans for Minor's Estates
- EXHIBIT C** 2022 Construction Schedule for Phase 2
- 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** 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 not previously supplied to the **MUNICIPAL ENGINEER**. 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. **MUNICIPAL ENGINEER** shall prepare record drawings of the final rim elevations of structures after the binder course has been completed and will 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**, unless such work has already been completed and approved by the **MUNICIPALITY**.
- d.
- e. Prior to issuance of an occupancy permit for each Lot, **SUBDIVIDER** shall prepare and certify an as-built grading plan showing that all side yard swales and lot subgrade elevations have been graded in accordance with the approved plans. The **SUBDIVIDER** shall notify in writing to the owners/purchaser of the lot of this requirement within the development agreement. Heirs, successors, and assigns of the **SUBDIVIDER** shall not alter the grades of the approved plans, except for adding 4" of topsoil, as noted in the as-built grading plan without the approval of the **MUNICIPALITY** and **MUNICIPAL ENGINEER**. The **SUBDIVIDER** shall furnish said certification to the **VILLAGE ENGINEER** who shall attach the certification to the Village records including GIS records.

**2. Sanitary Sewer Facilities and Laterals.** The provisions of this section shall apply to the extent that the improvements contemplated herein where not already made as part of Phase 1:

- 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.** The provisions of this section shall apply to the extent that the improvements contemplated herein where not already made as part of Phase 1:

- 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 or Phase 2, whichever is the earlier date. However, the final lift of asphalt shall not be installed later than September 15, of the year in which the construction occurs. **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 the Brockway Drive and Medina Drive intersection entrances to the **SUBDIVISION** to assist in the removal of excessive mud and debris prior to construction vehicles' egress from the Property. The **SUBDIVIDER** agrees that the

haul route for the construction of Phase 2 will be through the roads of Phase 1; however, to the extent that any damage occurs with respect to the roads in Phase 1 as a result of using them for this purpose, the **SUBDIVIDER** agrees to repair any damage which is reasonably believed to have arisen from the use of that roadway for construction vehicle egress and ingress. 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.** The provisions of this section shall apply to the extent that the improvements contemplated herein where not already made as part of Phase 1:

- 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. 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.
- g. 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.
- h. 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.
- i. 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.

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.

**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.

**G. Entire Agreement.**

This written **AGREEMENT**, and written amendments, and any referenced attachments thereto, shall constitute the entire **AGREEMENT** between the **SUBDIVIDER** and the **MUNICIPALITY**.

8/3/22

**H. 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**.

**I. 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**.

**J. 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**.

**K. Immunity.**

Nothing contained in this **AGREEMENT** constitutes a waiver of the **MUNICIPALITY'S** sovereign immunity under applicable law.

**L. 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

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 Nathan Bayer**

710 N. Plankinton Ave., Ste. 500

Milwaukee, WI 53203

AND

**Mr. Jerad Wegner, P.E.**

Ruekert & Mielke

W233 N2080 Ridgeview Parkway Waukesha, WI 53188-1020

**M. Recordation.**

The **MUNICIPALITY** may record a copy of this **AGREEMENT** or Affidavit indicating the existence of this **AGREEMENT** in the Register of Deeds Office. The **SUBDIVIDER** shall pay all cost of recording.

**N. Personal Jurisdiction and Venue.**

8/3/22

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.

**O. 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.

**P. 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.

**Q. 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.

**R. Integration with Amended and Restated Development Agreement for Phase 1.** In approving this Second Amendment to Development Agreement for Minor's Estates No. 4, Phase 2, the parties acknowledge that the provisions of the original Amendment to the Agreement dated April \_\_\_\_, 2021 remain in effect with respect to any uncompleted work, insurance, warranties and representations, which were made as part of that Original Agreement. To the extent that this Second Amendment conflicts with the aforementioned elements of the original Amendment to the Agreement dated April \_\_\_\_, 2021, the provisions of this Second Amendment will apply.

**S. Effective Date.**

The **AGREEMENT** shall be effective as of the date and year first written above.

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.

8/3/22

**The balance of this page left intentionally blank  
(Signature Pages To Follow)**

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

VILLAGE OF MUKWONAGO        )  
  ) ss.  
WAUKESHA COUNTY                )

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 \_\_\_\_\_

Minor's Estates Investments LLC

By \_\_\_\_\_ Wolfgang Korndorfer, its  
managing member

By \_\_\_\_\_ Michael J. Kaerek, its managing  
member

## ACKNOWLEDGEMENT

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: \_\_\_\_\_



## Agenda Item Cover Report

<b>Date:</b> <b>07/28/2022</b>	<b>Committee/Board:</b> <b>Public Works</b>
<b>Submitted by:</b> <b>Wayne Castle</b>	<b>Department:</b> <b>Water Utility</b>
<b>Date of Committee Action:</b> <b>08/03/2022</b>	<b>Date of Village Board Action:</b> <b>08/17/2022</b>

**Subject:**

Hydro Corp 2022 Industrial and Commercial Cross Connection Contract Renewal

**Executive Summary:**

Water Utilities are required to do cross connection surveys on a schedule as determined by State code. This contract has received prior review by our lawyer and is simply a renewal with minor changes. Hydro Corp has done great work for us and has helped us stay compliant with our cross-connection program. This contract would be in place through the end of 2023, and the plan is to then go into two-year contract cycles. As this program continues the financial impact should start to lessen because some properties' survey schedule will get extended out due to some properties being classified as low hazard, such as office buildings.

**Fiscal Impact:**

\$1788.00 per month for 18 months, a total of \$32,184.00.- Water Utility Budget

**Executive Recommendation/Action:**

Request that the Committee make the recommendation to the Village Board to approve contract renewal with Hydro Corp for non-residential cross connection survey program.

**Attachments Included**

Hydro Corp Contract

# PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this August 1<sup>st</sup> 2022 by and between the Village of Mukwonago organized and existing under the laws of the State of Wisconsin, referred to as “Utility”, and HydroCorp™ a Michigan Corporation, referred to as “HydroCorp”.

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

## ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users’ facilities, complete and accurate data is not always available.

## ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Services”). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

**2.1 PROGRAM REVIEW/PROGRAM START UP MEETING.** HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities





- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

**2.2 INSPECTIONS.** HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle).

**2.3 INSPECTION SCHEDULE.** HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

**2.4 PROGRAM DATA.** HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program. (Note: WI Department of Safety & Professional Services (DSPS) manages backflow prevention assembly testing notification and compliance.)
- Maintain program to comply with all DNR regulations

**2.5 MANAGEMENT REPORTS.** HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

**2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** Utility will provide up to six (6) ASSE approved hose bill vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
  - Institutional
  - Commercial
  - Miscellaneous Water users
  - Multifamily
- Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform **(183) Initial inspection, and up to (228)** total inspections over an (18) Month contract period. The total inspections include all initial inspections, compliance and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **183** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



### ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

### ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on August 1<sup>st</sup> 2022 and end **(18) months** from such date January 1<sup>st</sup> 2024, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.3 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$1788.00** per month for an **(18) month** contract period totaling **\$32,184.00**.
- 4.4 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.5 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the



Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.

- 4.6 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.7 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.8 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

## ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.
- 5.3 HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage's and limits:
- |  | Occurrence  | Aggregate   |
|--|-------------|-------------|
| Comprehensive General Liability              | \$1 Million | \$2 Million |
| Excess Umbrella Liability                    | \$5 Million | \$5 Million |
| Automobile Liability (Combined Single Limit) | \$1 Million |             |
| Worker's Compensation/ Employer's Liability  | \$1 Million |             |
| Errors and Omissions                         | \$2 Million | \$2 Million |

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest on a primary and noncontributory basis under the general liability policy during the term of this agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended



coverage for matters set forth in this Agreement.

- 5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin.
- 5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.14 NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:



If to HydroCorp:

HydroCorp  
c/o Craig Wolf  
5700 Crooks Road, Ste. 100  
Troy, MI 48337  
(612) 850-8939

If to Utility:

Village of Mukwonago  
1200 Holz Parkway  
Mukwonago, WI, 53149

- 5.15 **SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

#### **SIGNATURES**

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

#### **Village of Mukwonago**

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

#### **HydroCorp**



\_\_\_\_\_  
By: Craig Wolf



---

# Appendix

## Specific Qualifications & Experience

**HydroCorp™** is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.





## Agenda Item Cover Report

Date: <b>7-28-22</b>	Committee/Board: <b>Public Works</b>
Submitted by: <b>Wayne Castle</b>	Department: <b>Water Utility</b>
Date of Committee Action: <b>8-3-22</b>	Date of Village Board Action: <b>8-17-22</b>

### Subject:

**Well #6 Casing Repair**

### Executive Summary:

Well #6 has been out of service since early June for routine rehab and maintenance. For the most part the project has gone well. Upon final video inspection it was discovered that there are small holes in the well casing just above the strainer of the well that were discovered. This presents a potential water quality and pump reliability concern that could develop in the future. The purpose of the well casing is to force water to be drawn from a specific area of the aquifer for water quality purposes and to keep potentially damaging particles such as sand out of the pump. There is no knowing if the problem will or won't get worse. Given the importance of our wells I recommend repair of the casing as Water Well solutions has been proposed.

### Fiscal Impact:

Approximately \$55,000. This is a well-educated estimate on what it will take to do the job. It could potentially be slightly less if the job goes well, and it could be slightly more if they run into problems. We think we can cover this cost in our operating budget by cutting back on some projects. Worst case scenario we may have to dip into the Water Utilities' reserves.

### Executive Recommendation/Action:

For the Committee to recommend to the Village Board to authorize the repair of well #6 casing. I also ask that the Committee allow us to move forward with repairs after the Committee approves such repairs since this is time sensitive.

**Attachments Included**





July 25, 2022

Chris Epstein, PE  
Ruekert Mielke  
W233N2080 Ridgeview Pkwy,  
Waukesha, WI 53188

**Re:** Screen repair at Well 6

Chris,

As you know, while on site for final pump installation at Well 6 we removed the test pump and performed the final video log to document the results of the recent chemical treatment. The video showed a failure in the casing at the interface between the 16" carbon steel well casing and the 16" continuous wound stainless steel well screen. The holes we see are large enough to allow gravel pack to enter the well and must be repaired.

Several repair options are available including complete well reconstruction, full length liner installation or mechanical repair consisting of a swage patch equipped with a neoprene rubber sealing surface. We offer the following breakdown with our recommendation.

1. Complete reconstruction: Will require a minimum of 8-10 weeks and requires a new ss well screen and 80ft of new carbon or stainless-steel well casing. A reasonable budget estimate is \$145,000.00 - \$185,000.00. This would require setting up our 36L cable tool rig, demolish existing pump base to verify configuration. Drive temporary outer casing to depth, airlift gravel pack, remove screen / de-construct well, install new 16" SS well screen, new 16" well casing (this could be standard pipe, schedule 80 heavy wall or standard wall stainless steel). Install new gravel pack & and screen and re-construct the well with new materials. Upon completion it would be necessary to develop the well through the screen.
2. Full length liner: Requires a variance from the WDNR to install a 12" or 14" liner inside of the existing 16" casing. This liner would likely be configured with a "K" packer at the point of contact in the upper 3"-4" of the existing screen and extend all the way to the surface. It is almost certain that the DNR will require this liner to be grouted in place which will make future well repair unlikely and it will leave a step in the well above the screen that will limit tooling size required for optimal future well rehabilitation. A reasonable budget figure for this option, assuming we can get approval would be \$45,000.00 – \$65,000.00
3. The final option is a neoprene lined swage repair sleeve: This is the option we recommend. The swage repair is performed without any major reconstructive work to the



well. This is a round schedule 10 stainless steel pipe with a neoprene backing which allows for a very positive seal. Once the swage is properly located within the well it is expanded with a hydraulic packer unit capable of inflation pressures up to 10,000 psi. A blank pipe (calibration blank) is used at the surface to determine the necessary sealing pressure downhole. Once the sealing pressure is determined the swage is placed onto the packer and lowered to a point 2" – 4" below the breach that is to be sealed. The packer is then used to inflate the repair swage from the bottom up to press it into place. Once completed a final video log is performed to verify proper positioning. The well is now ready for final chlorination, pump installation and final testing.

The repair swage technology we utilize is one of a kind. We not only utilize an already round repair swage, but we line it with rubber for a far superior seal and we install it with a unique ultra-high-pressure swaging tool that can be controlled from the surface by our team of installation experts. Our proposed cost breakdown is as follows:

- Obtain necessary tools & materials, mobilize to Well 6.
- Aggressively brush 16" casing from top of screen to surface
- Run video camera into Well 6 with a 300ft tape connected to verify exact repair depth required.
- Set up swage, pump, and high-pressure lines at surface
- Calibrate tooling at surface
- Lower swage into place and inflate to press into place
- Press the remaining length of swage into place and verify final repair with video camera
- Clean up jobsite and demobilize

Est. 3 days on-site 2-man crew with service truck / pump hoist	\$3,450.000/day
Est 1-2 days – installation foreman – day rate	\$1,600.00/day
Travel & expenses for foreman	\$1,250.00/day
16" repair sleeve @ 5ft (Neoprene backed) with 5ft calibration blank	\$15,825.00
Special tooling & equipment	\$3,500.00
Video log (est. 2 @ \$800.00ea)	\$1,600.00
<b>Adder for add'l 20ft Swage liner pipe w/5ft rubber back on 1 end</b>	<b>\$17,500.00</b>

We have attached several pictures of both pre-installation and post installation of well and patch.



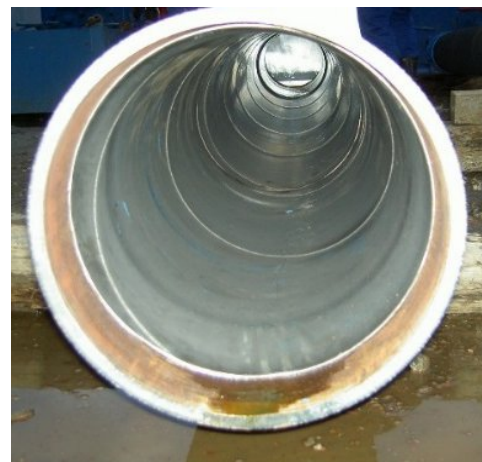
Hole in casing above screen



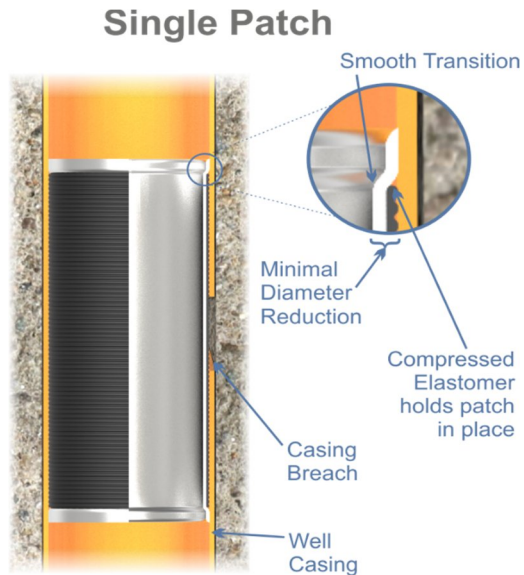
Repair sleeve after installation



Top of sleeve after install



Calibration blank at surface



Typical 5ft patch

Actual 5ft patch with FG rubber backing  
along with unlined 304SS patches below

Upon review of this proposal please contact our office for further discussion.

Respectfully,  
Water Well Solutions

**Peter Bennin**

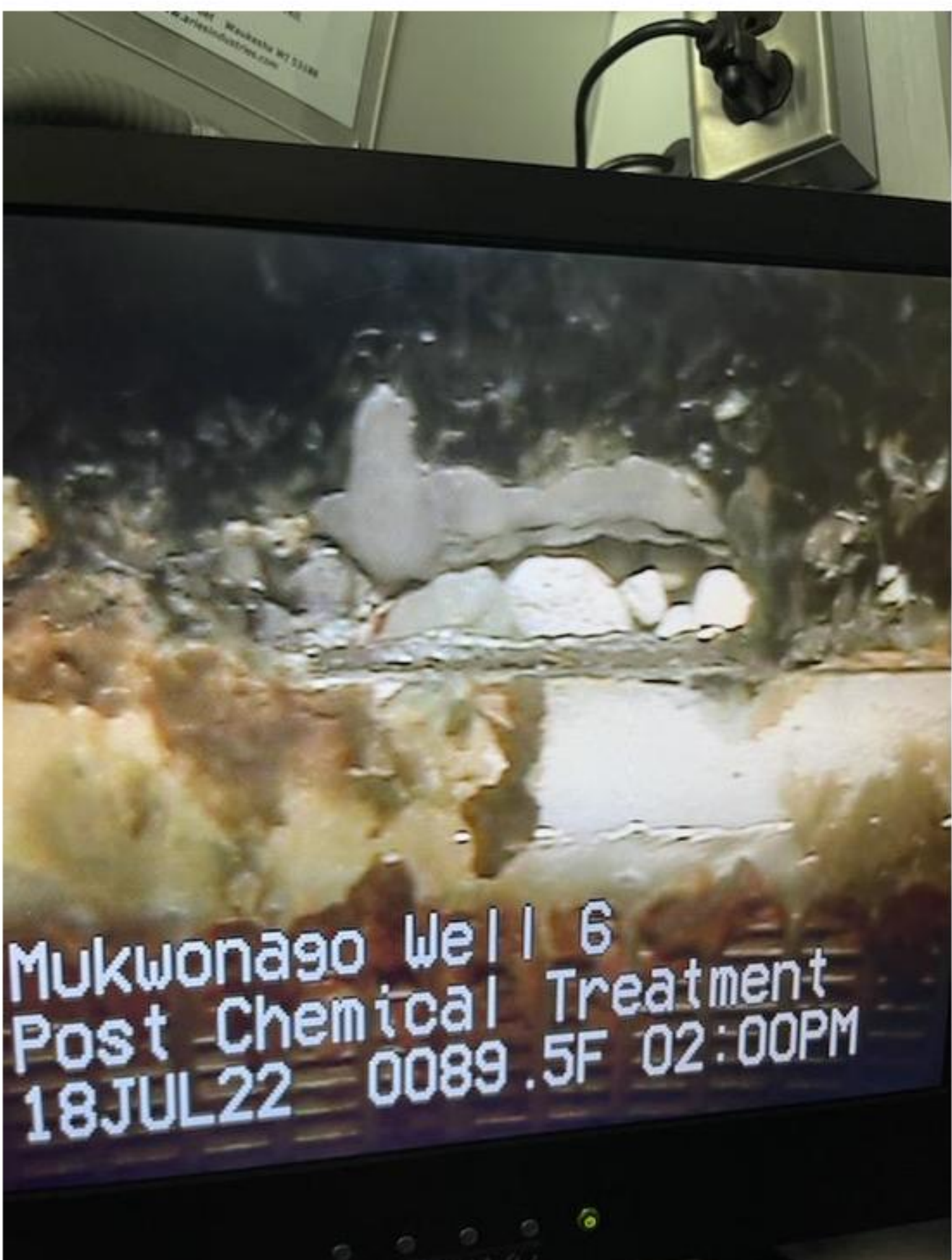
Peter Bennin  
Senior Project Manager



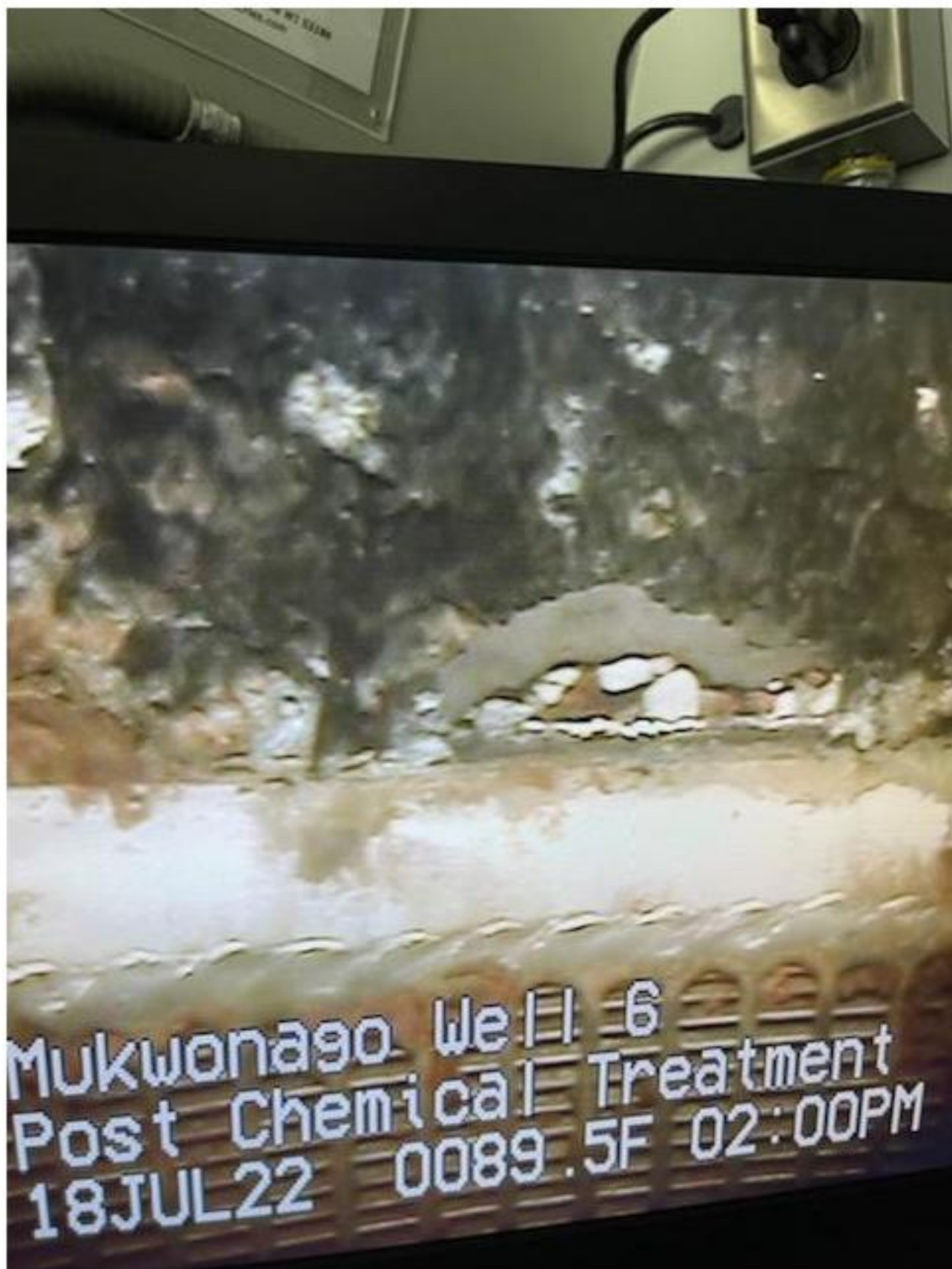
N87W36051 Mapleton Street, Oconomowoc, WI 53066  
Cell: (262) 269-8755 | Office: (920) 474-4777 | Fax: (920) 474-4771  
Email: [peter.bennin@wwssg.com](mailto:peter.bennin@wwssg.com) | Web: [www.wwssg.com](http://www.wwssg.com)

*Water Well Solutions Wisconsin, LLC – N87 W36051 Mapleton St, Oconomowoc, WI 53066  
Toll Free (888) 769-9009 – Fax (920) 474-4771 – Website: [www.wwssg.com](http://www.wwssg.com)*





Mukwonago Well 6  
Post Chemical Treatment  
18JUL22 0089.5F 02:00PM





## Agenda Item Cover Report

<b>Date:</b>	<b>Committee/Board:</b>
<b>Submitted by:</b>	<b>Department:</b>
<b>Date of Committee Action:</b>	<b>Date of Village Board Action:</b>

<b>Subject:</b>
<b>Executive Summary:</b>
<b>Fiscal Impact:</b>
<b>Executive Recommendation/Action:</b>

☐ Attachments Included

## GENERAL CONSULTING SERVICES AGREEMENT

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

### RECITALS:

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

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding the amendment to TID District Number 6, and does not contemplate or relate to a future issuance of municipal securities; and

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

NOW THEREFORE, the parties hereto agree as follows:

### **I. Scope of Work**

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

#### TID Number 6

- Assist in discussions with potential developers
- Assist in the evaluation of the type of TID #6
- Evaluate economic feasibility of various
- Develop TID #6 and creation timeline
- Draft TID #6 project plan (with the exception of mapping)
- Meet with Village staff (in person or electronically) to facilitate analysis/discussion of the TID #6 project plans
- Attend public meetings (in person or electronically) to present the TID #6 project plans
- Assist the Village in compiling the necessary documents for submission to DOR.

### **II. Financial Advisory or Underwriting Services**

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

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



### **III. Compensation and Terms of Payment**

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

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

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

### **IV. Information to Be Furnished to Baird**

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

### **V. Limitation of Liability**

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

### **VI. Term of the Agreement**

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

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

### **VII. Non-Discrimination**

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

### **VIII. Miscellaneous**

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

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

**Village of Mukwonago**

**Robert W. Baird & Co. Incorporated**

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

Mr. Fred Winchowky, Village President

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

Mr. Justin A. Fischer, Director

# Village of Mukwonago

## *TID#6 Creation Timeline*



<i>Wednesday, September 21, 2022.....</i>	Village Board approval, direction to proceed.
<i>Friday, September 30, 2022.....</i>	Preliminary project plan template available for Village staff review (maps excluded).
<i>Wednesday, October 5, 2022 .....</i>	TID boundaries finalized.
<i>Friday, October 7, 2022 .....</i>	Mapping complete and delivered to Baird.
<i>Monday, October 10 2022.....</i>	Baird compiles draft project plan.
<i>Tuesday, October 11, 2022.....</i>	Class I Notice of Joint Review Board (JRB) Meeting and Class II Notice of Public Hearing due to Waukesha Freeman.
<i>Wednesday, October 12, 2022 .....</i>	Final comments/changes to preliminary draft project plan.
<i>Friday, October 14, 2022 .....</i>	Draft version of the project plan available for public review/distribution.
<i>Monday, October 17, 2022.....</i>	<p>Copy of the Notice of Public Hearing sent via First Class mail, from the Village to all taxing entities (county, school, and technical college district officials). <b>Must occur at least 15 days prior to public hearing and before first publication of Class II notice.</b></p> <p>Provide DOR with copies of the cover letters that were sent with the notices or a clerk's certification that the letters and notices were distributed on the same date.</p> <p><b>(After Project Plan is available &amp; before publication date)</b></p>
<i>Monday, October 17, 2022.....</i>	<p>Copy of the Notice of Public Hearing sent from the Village to all property owners in the TID. <b>Must occur at least 15 days prior to public hearing.</b></p> <p>Provide DOR with a copy of the letter or recipient list with hearing notice (include parcel number on letter or recipient list).</p>

<i>Tuesday, October 18, 2022</i> .....	First publication of Class II Notice of Public Hearing ( <b>1<sup>st</sup> &amp; 2<sup>nd</sup> notice must occur in 2 consecutive weeks</b> ). Publication date for notices/hearings of Village official newspaper.  Publication of Class I Notice of Joint Review Board Meeting ( <b>must be published at least 5 days prior to the JRB meeting</b> ). <b>(After Notice of Public Hearing is sent out)</b>
<i>Tuesday, October 25, 2022</i> .....	Second publication of Class II Notice of Public Hearing. Provide DOR with readable copies of the public hearing notices and an affidavit of publication from the newspaper indicating both dates of publication.  <b>(Must be at least 7 days prior to Public Hearing)</b>
<i>Monday, October 31, 2022</i> .....	JRB holds its first meeting. Board's Chairperson and public member are selected ( <b>must be within 14 days after the notice publication, before public hearing</b> ).
<i>Tuesday, November 1, 2022</i> .....	Public hearing regarding the project plan. Must be held at least one week ( <b>7 days</b> ) after second publication of public hearing notice.
<i>Tuesday, November 1, 2022</i> .....	Plan Commission adopts resolution and submits it to the Village Board for approval.
<i>Wednesday, November 9, 2022</i> .....	Class I notice of JRB meeting due to Waukesha Freeman.
<i>Wednesday, November 16, 2022</i> .....	Village Board considers Plan Commission recommendation. Project plan approved. Village Board adopts resolution. Clerk provides the JRB with a copy of the resolution and financial information.  <b>(No sooner than 14 days after the public hearing)</b>
<i>Wednesday, November 16, 2022</i> .....	Publication of Class I Notice of JRB meeting ( <b>must be published at least 5 days prior to the JRB meeting</b> ).
<i>Monday, November 21, 2022</i> .....	Final action by JRB.  <b>(Within 45 Days after receiving Resolution)</b>
<i>Wednesday, November 23, 2022</i> .....	JRB notifies the Village of its decision. <b>(Within 7 Days of JRB action)</b>
<i>By Friday, December 30, 2022</i> .....	Submit written notice to DOR of TID approval. <b>(Within 60 Days of Approval)</b>
<i>Submitted by October 31, 2023</i> .....	Submit completed application to DOR for base value certification.

NOTICE OF PUBLIC HEARING BEFORE THE VILLAGE OF MUKWONAGO VILLAGE BOARD  
TO CONSIDER A PROPOSED AMENDMENT TO THE ZONING CODE (CHAPTER 100) WITH  
REGARD TO MAXIMUM HEIGHT OF PRINCIPAL BUILDINGS IN VARIOUS RESIDENTIAL  
ZONING DISTRICTS

The Village of Mukwonago Village Board will conduct a public hearing in the Board Room of the Village Hall, 440 River Crest Court, Mukwonago, Waukesha and Walworth counties, on August 17, 2022, commencing at 6:30 P.M. or soon thereafter to consider a recommendation from the Village's Plan Commission to amend the Village's zoning code with regard to the maximum height of principal buildings in various residential zoning districts. The proposed ordinance may affect land uses in the Village.

The proposal may be viewed at Village Hall, 440 River Crest Court, Mukwonago, WI during business hours.

All interested parties will be heard. Written comments will be accepted up to the time of the hearing. For more information, please contact the village planner at (262) 363-6420 x. 2111, or at [planner@villageofmukwonago.com](mailto:planner@villageofmukwonago.com).

Diana Dykstra, Village Clerk

To be published: August 3 and 10, 2022

**VILLAGE OF MUKWONAGO  
WAUKESHA AND WALWORTH COUNTIES**

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**ORDINANCE NO. 1007**

**ORDINANCE TO AMEND CHAPTER 100 OF THE VILLAGE OF MUKWONAGO  
MUNICIPAL CODE REGARDING MAXIMUM HEIGHT OF PRINCIPAL BUILDINGS IN  
VARIOUS RESIDENTIAL ZONING DISTRICTS**

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The Village Board of the Village of Mukwonago, Waukesha/Walworth Counties,  
Wisconsin do ordain as follows:

**SECTION I**

**SECTION 1.** Revise Subsection 100-101 (a)(4) by changing the maximum building height for principal buildings in the R-1 zoning district from 30 feet to 35 feet.

**SECTION 2.** Revise Subsection 100-102 (a)(4) by changing the maximum building height for principal buildings in the R-2 zoning district from 30 feet to 35 feet.

**SECTION 3.** Revise Subsection 100-103 (a)(4) by changing the maximum building height for principal buildings in the R-3 zoning district from 30 feet to 35 feet.

**SECTION 4.** Revise Subsection 100-105 (a)(4) by changing the maximum building height for principal buildings (one two-family on a single lot) in the R-5 zoning district from "Two-stories to not exceed a total of 30 feet" to "Two-stories to not exceed a total of 35 feet".

**SECTION 5.** Revise Subsection 100-105 (a)(4) by changing the maximum building height for principal buildings (complex of two-family buildings on a single lot) in the R-5 zoning district from "Two-stories to not exceed a total of 30 feet" to "Two-stories to not exceed a total of 35 feet".

**SECTION 6.** Revise Subsection 100-107 (a)(4) by changing the maximum building height for principal buildings in the R-7 zoning district from 30 feet to 35 feet.

**SECTION II**

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

**SECTION III**

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, 17<sup>th</sup> day of August 2022.

APPROVED:

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Fred Winchowky, Village President

Countersigned:

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Diana Dykstra, Village Clerk/Treasurer



Date: August 12, 2022

To: Fred Winchowky, Village President  
Village of Mukwonago Village Board

From: Tim Schwecke, Interim Village Planner

Subject: Potential zoning code revisions relating to building height in various residential zoning districts as recommended by the Plan Commission

The Plan Commission reviewed a proposed ordinance at their meeting on July 12, 2022 that increases the maximum height of principal buildings in various residential zoning districts to 35 feet. The Commission is making that recommendation because 9-foot walls are becoming more common in residential construction.

The proposed change will affect just the zoning districts enumerated in the proposed ordinance.

#### Attachments

1. Draft ordinance as recommended by Plan Commission



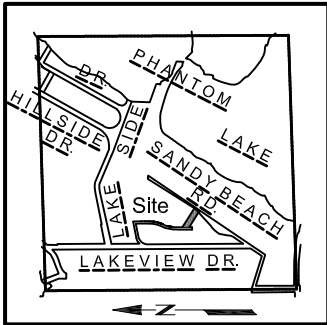


**Attachments**

1. Certified survey map, revision date of July 7, 2022
2. Draft Resolution 2022-49

# Certified Survey Map

Part of Lots 8-10 and the East 1/2 of Vacated Klett Drive, Block 14, Third Addition to Phantom Beach Park, part of the Northeast 1/4 of Section 34, Township 5 North, Range 18 East, in the Town of Mukwonago, Waukesha County, Wisconsin



NE 1/4 SEC. 34, T5N, R18 E  
1"=2000'



**OWNER**

Daniel John Kluchesky  
W303S10547 Sandy Beach Rd.  
Mukwonago, WI 53149-9170

The entire property is within the jurisdiction of the Waukesha County Shoreland and Floodland Protection Ordinance Jurisdictional Limits

UNPLATTED LANDS

S 57°42'44" E (232.48')  
233.07'

**LOT 1**  
Parcel Contains  
12,091.7 S.F.

VACATED KLETT DR.

N 00°05'15" W 70.79'  
(N 00°00'00" W 71.26')

1" I.P. Fd.

1" I.P. Fd.

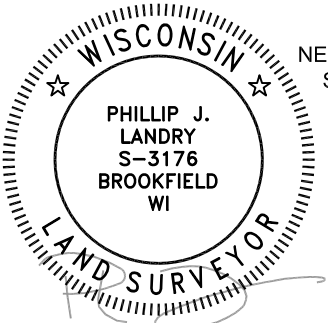
N 89°36'38" E

THIRD ADDITION TO  
PHANTOM BEACH PARK  
BLOCK 13

NE Cor. of NE 1/4  
Sec. 34-5-18

S 00°23'22" E 2475.53'

SE Cor. of NE 1/4  
Sec. 34-5-18



Revised 07/06/22

This Instrument was drafted by Phillip J. Landry, a Professional Land Surveyor, S-3176 on this 15th day of December, 2021

Sheet 1 of 5

Job# 21395

Joshua Harmon  
MUKT2005963

Dedicated to the Public  
for Road Purposes

OHU

1-1/2" I.P. Fd.

**SANDY BEACH RD.**  
(66' R.O.W.)  
S 38°56'44" W 45.82'  
487.5 S.F. OHU

(S 48°58'00" W)  
S 50°13'47" W  
15.09'

1-1/4" I.P. Fd.

OHU

3.5'

3.5'

17'4"

59.6'

75.6'

3.5'

3.5'

3.5'

3.5'

3.5'

3.5'

3.5'

3.5'

3.5'

3.5'

3.5'

3.5'

3.5'

3.5'

3.5'

**LEGEND**

- WELL
- SEPTIC VENT PIPE
- POWER POLE
- SEPTIC COVER
- 3/4"X18" IRON ROD SET  
1.50Lbs./LINEAL FOOT
- MONUMENT FOUND AS NOTED  
(Measured Outside Diam.)
- OHU OVERHEAD UTILITY
- ( ) INDICATES DEEDED AS  
DISTANCES ARE MEASURED TO THE  
NEAREST HUNDREDTH OF A FOOT

HORIZONTAL DATUM IS BASED ON THE WEST LINE OF THE NE 1/4 OF SEC. 34, T5N, R18E OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE (NAD-27), AND ALL BEARINGS ARE REFERRED TO GRID NORTH. BEARS AS S 00°23'22 E



260 Regency Court • Lower Level  
Brookfield, WI 53045 • (262) 312-1034  
c3geomatics.com

# Certified Survey Map\_\_\_\_\_

Part of Lots 8-10 and the East 1/2 of Vacated Klett Drive, Block 14, Third Addition to Phantom Beach Park, part of the Northeast 1/4 of Section 34, Township 5 North, Range 18 East, in the Town of Mukwonago, Waukesha County, Wisconsin

**SURVEYOR'S CERTIFICATE:**

I Phillip J. Landry, Professional Land Surveyor, do hereby certify:

That I have surveyed, Divided and mapped a parcel of land located in part of Lots 8-10, Block 14, Third Addition to Phantom Beach Park, part of the NE ¼ of Section 34, T5N, R18E, Town of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described and follows:

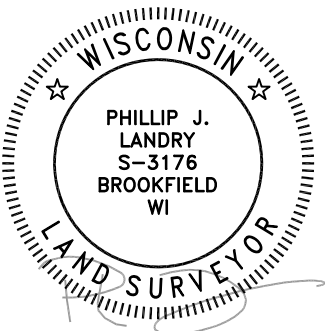
Commencing at the South witness corner for the North 1/4 Corner for North Corner of Section 34,; thence S 00°23'22" E along the West Line of said NE 1/4, 1355.81 feet, said point being N 00°23'22" W, 1119.72 feet of the monumented Center of Section 34 ; thence N 89°36'38" E, 645.33 feet to a found 1" Iron pipe and also being the Point of Beginning; thence N 00°05'15" W, 70.79 feet to a found 1" Iron Pipe; thence S 57°42'44" E, 233.07 feet to a found 1-1/2" Iron Pipe and also being the northerly line of Sandy Beach Rd.; thence S 38°56'44" W along Northerly line of Sandy Beach Rd., 45.82 feet to a found 1-1/4" Iron Pipe; thence S 50°13'47" W along the Northerly line of Sandy Beach Rd., 15.09 feet to a found 1-1/4" Iron Pipe; thence N 57°41'17" W, 185.20 feet to the Point of Beginning of this description.

The gross area of said parcel contains 12,579.2 Square feet or 0.29 Acres of land more or less.

That I have made such survey, land division and map by the direction of Daniel J. Kluchesky , owner of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Platting ordinance of the Town of Mukwonago, Village of Mukwonago and Waukesha County in surveying, dividing and mapping same.

Dated this\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Phillip J. Landry PLS  
Professional Land Surveyor S-3176



Revised 07/06/22

This Instrument was drafted by Phillip J. Landry, a Professional Land Surveyor, S-3176 on this 15th day of December, 2021      Sheet 2 of 5      Job# 21395



# Certified Survey Map\_\_\_\_\_

Part of Lots 8-10 and the East 1/2 of Vacated Klett Drive, Block 14, Third Addition to Phantom Beach Park, part of the Northeast 1/4 of Section 34, Township 5 North, Range 18 East, in the Town of Mukwonago, Waukesha County, Wisconsin

**VILLAGE OF MUKWONAGO APPROVAL:**

The Above, which has been filed for approval as required by Chapter 236 of the Wisconsin State Statutes, is hereby approved on this\_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Fred Winchowky, Village President

\_\_\_\_\_  
Diana Dykstra Village Clerk/Treasurer

**WAUKESHA COUNTY DEPARTMENT OF PARKS AND LAND USE APPROVAL:**

The above, which has been filed for approval as required by Chapter 236 of the Wisconsin State Statutes, is hereby approved on this\_\_\_\_\_ day of \_\_\_\_\_, 2022.

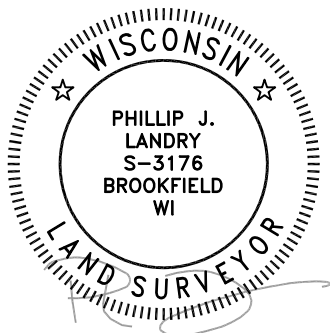
\_\_\_\_\_  
Dale R. Shaver Director

**TOWN OF MUKWONAGO BOARD APPROVAL:**

Approved by the Town Board for the Town of Mukwonago on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

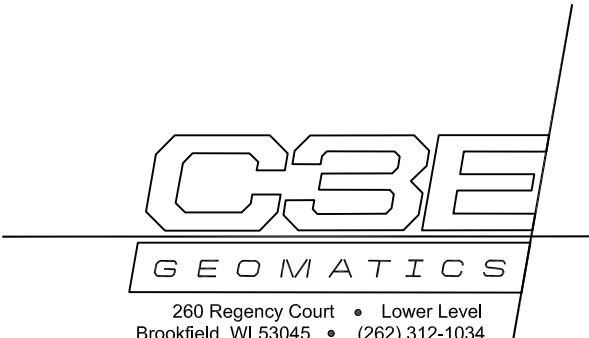
\_\_\_\_\_  
Peter Topozewaki, Chairman

\_\_\_\_\_  
Kathy Karalewitz Town Clerk/Treasurer



Revised 07/06/22

This Instrument was drafted by Phillip J. Landry, a Professional Land Surveyor, S-3176 on this 15th day of December, 2021 Sheet 3 of 5 Job# 21395



# Certified Survey Map

Part of Lots 8-10 and the East 1/2 of Vacated Klett Drive, Block 14, Third Addition to Phantom Beach Park, part of the Northeast 1/4 of Section 34, Township 5 North, Range 18 East, in the Town of Mukwonago, Waukesha County, Wisconsin

**OWNER'S CERTIFICATE:**

As owner, I hereby certify that I have caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes and ordinances of Town of Mukwonago, Village of Mukwonago and Waukesha County this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Daniel J. Kluchesky Owner

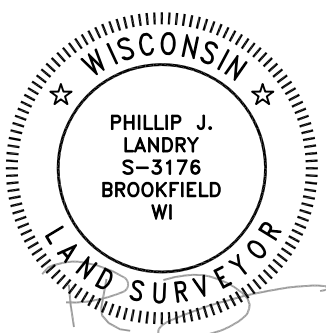
STATE OF WISCONSIN )  
 ) SS  
County of \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above named Daniel J. Kluchesky, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, WI.

My Commission Expires: \_\_\_\_\_



Revised 07/06/22

This Instrument was drafted by Phillip J. Landry, a Professional Land Surveyor,  
S-3176 on this 15th day of December, 2021 Sheet 4 of 5

The logo for C3E Geomatics features the letters 'C3E' in a large, stylized, outlined font. Below this, the word 'GEOMATICS' is written in a smaller, outlined, sans-serif font. The entire logo is contained within a rectangular frame that has a diagonal line running from the bottom-left corner to the top-right corner.

260 Regency Court • Lower Level  
Brookfield, WI 53045 • (262) 312-1034  
c3egeomatics.com

260 Regency Court • Lower Level

Brookfield, WI 53045 • (262) 312-1034

c3egeomatics.com

\_\_\_\_\_, a Professional Land Surveyor,

Sheet 4 of 5

Job# 21395

# Certified Survey Map\_\_\_\_\_

Part of Lots 8-10 and the East 1/2 of Vacated Klett Drive, Block 14, Third Addition to Phantom Beach Park, part of the Northeast 1/4 of Section 34, Township 5 North, Range 18 East, in the Town of Mukwonago, Waukesha County, Wisconsin

## MORTGAGE CERTIFICATE:

As mortgage holder of the herein described land, (Bank Name)\_\_\_\_\_, does hereby consent to the surveying, dividing, and mapping of the lands described in this map and to the certificate of {owner}, as owner(s).

WITNESS the hand and seal of (Bank Name)\_\_\_\_\_, has caused this instrument to be executed by (First Name)\_\_\_\_\_, (Last Name)\_\_\_\_\_, its (Title)\_\_\_\_\_, and (First Name)\_\_\_\_\_, (Last Name)\_\_\_\_\_, its (Title)\_\_\_\_\_, in the (Select One (1) City, Village or Town) of (City Name)\_\_\_\_\_, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

In the presence of:

\_\_\_\_\_  
(Bank Name)

\_\_\_\_\_  
(Print - First Name, Last Name and Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print - First Name, Last Name and Title)

\_\_\_\_\_  
(Signature)

STATE OF WISCONSIN )  
 )ss.  
County of \_\_\_\_\_ )

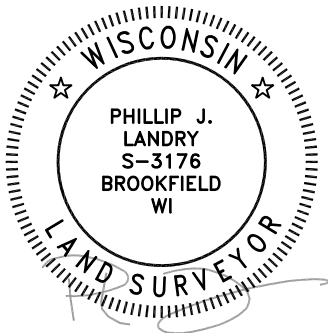
Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (First Name)\_\_\_\_\_, (Last Name)\_\_\_\_\_, its (Title)\_\_\_\_\_, and (First Name)\_\_\_\_\_, (Last Name)\_\_\_\_\_, its (Title)\_\_\_\_\_, of the above named corporation, to me known to be the person(s) who executed the foregoing instrument, and to me known to be the (Title)\_\_\_\_\_ and (Title)\_\_\_\_\_ respectively of the corporation, and acknowledged that they, he, or she executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_

Print Name\_\_\_\_\_

Notary Public, \_\_\_\_\_ County, WI.

My Commission Expires: \_\_\_\_\_



Revised 07/06/22

This Instrument was drafted by Phillip J. Landry, a Professional Land Surveyor, S-3176 on this 15th day of December, 2021 Sheet 5 of 5 Job# 21395



**VILLAGE OF MUKWONAGO RESOLUTION 2022-49**

**RESOLUTION APPROVING A ONE-LOT CERTIFIED SURVEY FOR A  
PROPERTY LOCATED AT W303S10547 SANDY BEACH ROAD IN THE  
TOWN OF MUKWONAGO**

**WHEREAS**, Daniel Kluechesky owns the property located at W303S10547 Sandy Beach Road in the Town of Mukwonago and has submitted a one-lot certified survey map to the Village for review; and

**WHEREAS**, the property is located in the Village's extraterritorial review area and is therefore subject to the review by the Village; and

**WHEREAS**, the Village Plan Commission reviewed the petitioner's request at their meeting on August 16, 2022, and recommended approval of the same as set forth in this resolution; and

**NOW, THEREFORE, BE IT RESOLVED**, the Village Board of the Village of Mukwonago approves the proposed certified survey map subject to the following conditions:

1. The surveyor's seal, signature, and date must appear on all sheets of the final CSM. The same revision date must also be noted on each sheet.
2. The area being dedicated for road purposes seems to be missing a number of distances. Please verify and revise as may be necessary.
3. The line weight of the line separating the land dedication and Lot 1 should be thinner than the perimeter line.
4. Include "dedicating" in the first sentence of the Mortgage Certificate on sheet 5.

The Village President is authorized to sign the original certified survey map when the above conditions have been satisfied as determined by the village planner.

Passed and dated this 17<sup>th</sup> day of August 2022

VILLAGE OF MUKWONAGO

By: \_\_\_\_\_  
Fred Winchowky, Chairman/Village President

Attest: \_\_\_\_\_  
Diana Dykstra, Village Clerk

**VILLAGE OF MUKWONAGO PLAN COMMISSION RESOLUTION 2022-10**

**RESOLUTION APPROVING THE DEMOLITION OF BUILDINGS  
LOCATED AT 318 S ROCHESTER STREET (MUKV1976146)**

**WHEREAS**, John & Lorraine McAdams Family Trust owns the property located at 318 S Rochester Street and submitted a petition to the Plan Commission pursuant to s. 100-153 of the zoning code to remove the existing buildings; and

**WHEREAS**, the Village Plan Commission reviewed the petitioner's request at their meeting on August 16, 2022; and

**NOW, THEREFORE, BE IT RESOLVED**, the Plan Commission of the Village of Mukwonago approves the proposed demolition subject to the following conditions:

1. The property owner must obtain a permit from the building inspector to undertake the demolition.
2. In addition to removing the existing buildings, the property owner must also remove the existing swimming pool.
3. The property owner must restore the site (i.e., regrade) to a condition acceptable to the building inspector and revegetate the site within 2 months of the completion of the demolition, weather permitting as determined by the building inspector.

Passed and dated this 16<sup>th</sup> day of August 2022

VILLAGE OF MUKWONAGO PLAN COMMISSION

By: \_\_\_\_\_  
Fred Winchowky, Chairman/Village President

Attest: \_\_\_\_\_  
Linda Gourdoux, Deputy Village Clerk



**VILLAGE OF MUKWONAGO PLAN COMMISSION RESOLUTION 2022-11**

**RESOLUTION APPROVING THE DEMOLITION OF BUILDINGS  
LOCATED AT 112 MEACHAM STREET (MUKV1976143)**

**WHEREAS**, John & Lorraine McAdams Family Trust owns the property located at 112 Meacham Street and submitted a petition to the Plan Commission pursuant to s. 100-153 of the zoning code to remove the existing building; and

**WHEREAS**, the Village Plan Commission reviewed the petitioner's request at their meeting on August 16, 2022; and

**NOW, THEREFORE, BE IT RESOLVED**, the Plan Commission of the Village of Mukwonago approves the proposed demolition subject to the following conditions:

1. The property owner must obtain a permit from the building inspector to undertake the demolition.
2. The property owner must restore the site (i.e., regrade) to a condition acceptable to the building inspector and revegetate the site within 2 months of the completion of the demolition, weather permitting as determined by the building inspector.

Passed and dated this 16<sup>th</sup> day of August 2022

VILLAGE OF MUKWONAGO PLAN COMMISSION

By: \_\_\_\_\_  
Fred Winchowky, Chairman/Village President

Attest: \_\_\_\_\_  
Linda Gourdoux, Deputy Village Clerk

**PLAN COMMISSION RESOLUTION 2022-12**

**RESOLUTION APPROVING AN AMENDMENT OF THE SITE PLAN  
FOR AMERICAN LEGION LOCATED AT 627 E VETERANS WAY  
(MUKV1964991001)**

**WHEREAS**, pursuant to Section 100-601, and 100-153 of the Zoning Code, American Legion Community Post 375 has submitted an application to the Village to amend the site plan for the subject property at 627 E Veterans Way by adding an outdoor seating area in the area depicted in Exhibit A; and

**WHEREAS**, the Village Plan Commission reviewed the proposed project consistent with the requirements in the zoning code at their meeting on August 16, 2022; and

**NOW, THEREFORE, BE IT RESOLVED** by the Plan Commission of the Village of Mukwonago, Wisconsin hereby approves the proposed outdoor seating area subject to the following conditions:

1. The owner shall comply with all applicable standards and requirements if alcoholic beverages will be consumed in the outdoor seating area (premise permit from Village Clerk).
2. Bollards shall be installed along the edge of the existing pavement consistent with the manufacturer's specifications at no more than 6 feet on center.
3. All work related to this project must comply with all project plans approved by the Village.
4. If the approved plans need to be revised to address any of the conditions of approval or to conform to Building and Fire Safety Codes, the Zoning Administrator and the Supervisor of Inspections are authorized to approve minor modifications so long as the overall project elements remain unchanged. If they determine that the revision is substantial, the plans must be submitted to the Plan Commission for review and approval.
5. All other aspects of any prior approvals, if any, remain unchanged.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** the applicant, upon the approval of this site plan and architectural review shall agree to accept the same in writing.

Passed and dated this 16<sup>th</sup> day of August 2022.

VILLAGE OF MUKWONAGO PLAN COMMISSION

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

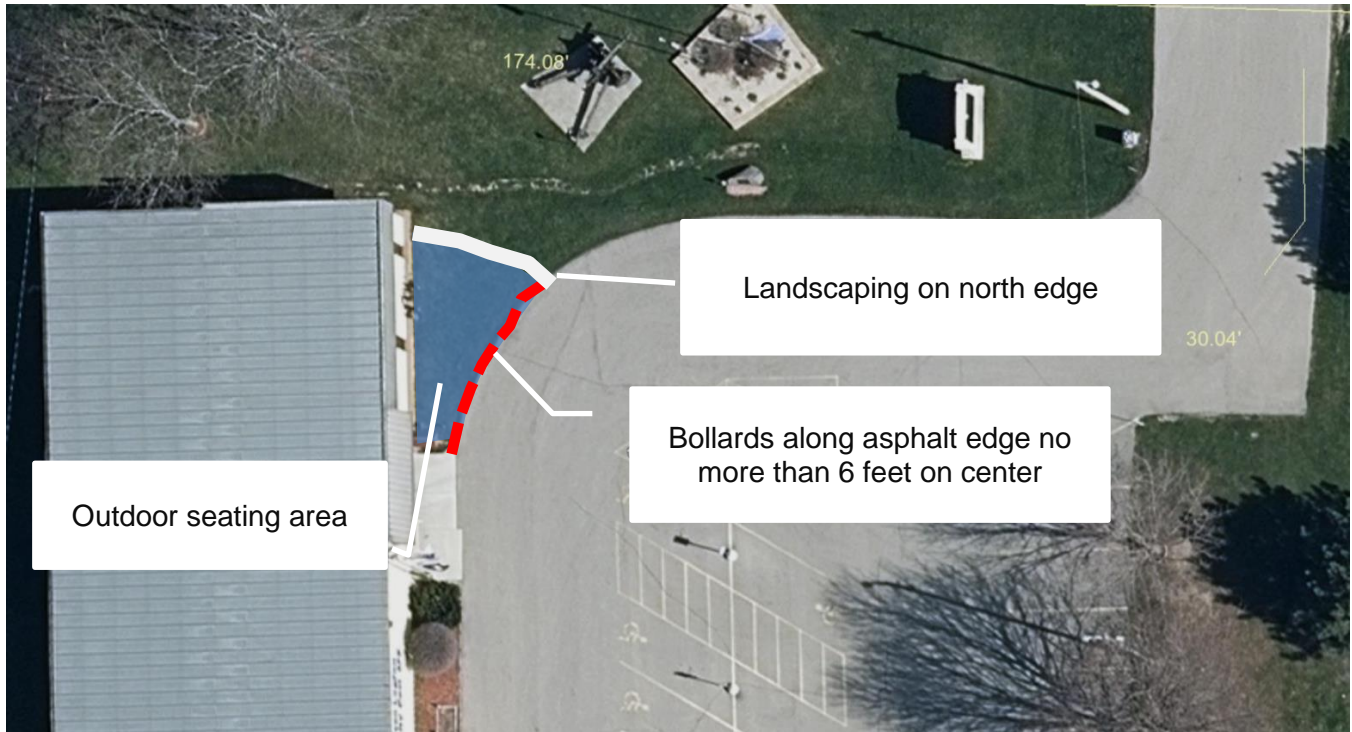
Fred Winchowky, Chairman/Village President

Attest: \_\_\_\_\_

Linda Gourdoux, Deputy Village Clerk

**Exhibit A.**

American Legion, 627 E Veterans Way



**VILLAGE OF MUKWONAGO PLAN COMMISSION RESOLUTION 2022-013**

**RESOLUTION APPROVING AN AMENDMENT OF BUILDING PLANS FOR  
555 BAY VIEW ROAD (PARCEL NUMBER MUKV2010978002)**

**WHEREAS**, LBJ Mukwonago Realty LLC owns the property located at 555 Bay View Road and has submitted a petition to change the roof materials on the multi-tenant buildings at that location from asphalt shingles to standing seam metal roofing; and

**WHEREAS**, pursuant to Section 100-601, and 100-153 of the Zoning Code, the property owner and business operator have submitted an application to the Village; and

**WHEREAS**, the Village Plan Commission reviewed the petitioner's request at their meeting on August 16, 2022; and

**NOW, THEREFORE, BE IT RESOLVED**, the Plan Commission of the Village of Mukwonago, approves the proposed roofing materials subject to the following conditions:

1. The proposed work as authorized herein must commence within 6 months of this date and continue in good faith to completion. If the work does not commence within the aforementioned time period, this approval is null and void without any further action by the Plan Commission.
2. All other aspects of any prior approvals remain unchanged.

Passed and dated this 16<sup>th</sup> day of August 2022

VILLAGE OF MUKWONAGO PLAN COMMISSION

By: \_\_\_\_\_  
Fred Winchowky, Chairman/Village President

Attest: \_\_\_\_\_  
Linda Gourdoux, Deputy Village Clerk

**PLAN COMMISSION RESOLUTION 2022-14**

**RESOLUTION APPROVING SITE PLAN AND ARCHITECTURAL REVIEW  
FOR A BUILDING ADDITION AND DRIVE-THROUGH LANE FOR PROPERTY LOCATED AT  
827 S ROCHESTER STREET (RIVERVIEW CENTRE), VILLAGE OF MUKWONAGO  
REVISING PLAN COMMISSION RESOLUTION 2022-07**

**WHEREAS**, Jentzsch-Barrette Properties owns the property located at 827 S Rochester Street (MUKV2009978003) and submitted a petition for site plan and architectural review as required by Section 100-601 of the Village's zoning regulations; and

**WHEREAS**, the proposed project includes an addition to the existing building and a second drive-through lane for the coffee shop; and

**WHEREAS**, drive-through lanes are allowed as a conditional use within the B-2 zoning district in which the subject property is located; and

**WHEREAS**, the Plan Commission reviewed the proposed project at their meeting on April 12, 2022, June 14, 2022, and August 16, 2022.

**NOW, THEREFORE, BE IT RESOLVED** by the Plan Commission of the Village of Mukwonago, Wisconsin hereby approves the site plan and architectural review for the building addition and drive-through lanes subject to the submitted application and plans on file in the office of the Zoning Administrator, with the following conditions:

1. Prior to any land-disturbing activity, the property owner obtains a conditional use approval from the Village for the drive-through lanes and records the conditional use order at the Waukesha County register of deeds office within the time period established in that approval.
2. The property owner must maintain a path of ingress/egress through the proposed outdoor seating area as required by the Village's building inspector.
3. Prior to any land-disturbing activity, a pre-construction meeting must be held with the applicant's representatives and primary contractors, and Village department heads and representatives.
4. Prior to any land-disturbing activity, the applicant must reimburse the Village for any outstanding charges and establish an escrow account with the Village as may be required for inspection services.
5. The applicant must obtain all required building permits within 9 months of this date and start construction within 6 months of the date of building permit issuance and continue in good faith to completion.
6. All work related to this project must comply with all plans approved by the Village.
7. The developer must comply with all requirements related to impact fees imposed by the Village.
8. The developer shall comply with all parts of the Municipal Code as it relates to this project.
9. If the approved plans need to be revised to address any of the conditions of approval or to conform to Building and Fire Safety Codes, the Zoning Administrator and the Supervisor of Inspections are authorized to approve minor modifications so long as the overall project elements remain unchanged. If they determine that the revision is substantial, the plans must be submitted to the Plan Commission for review and approval.
10. Any future modification to the site such as modification of building, parking, lighting, grading, retaining walls, fences, etc. shall require Site Plan and Architectural Review.

Village of Mukwonago  
Walworth and Waukesha Counties, State of Wisconsin

Passed and dated this 16<sup>th</sup> day of August 2022.

VILLAGE OF MUKWONAGO PLAN COMMISSION

By: \_\_\_\_\_  
Fred Winchowky, Plan Commission Chair

Attest: \_\_\_\_\_  
Linda Gourdoux, Deputy Clerk-Treasurer

## Accounts Payable Cover Sheet

<b>Report:</b>	<b>Period or corresponding report date</b>		
Village Accounts Payable	8/11/2022	\$	163,766.73

Total for Approval: \$ 163,766.73

The preceding list of bills payable was approved for payment

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

08/11/2022 10:57 AM  
User: MROCKLEY  
DB: Mukwonago

PENDING VILLAGE BOARD REVIEW FOR MUKWONAGO  
EXP CHECK RUN DATES 08/18/2022 - 08/18/2022  
UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN - CHECK TYPE: PAPER CHECK

Page: 1/11

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	APPROVAL DEPARTMENT	POST DATE
VENDOR NAME: ALSCO						
IMIL1827781	PD MAT CLEANING	100-5211-539400	78.57	78.57	POLICE	08/18/2022
IMIL1825708	PD MAT CLEANING	100-5211-539400	38.66	38.66	POLICE	08/18/2022
TOTAL VENDOR ALSCO				117.23		
VENDOR NAME: AM TOWING						
W32505	WWTF SKID STEER REPAIR PICKUP TOWING	620-8010-827000	258.75	258.75	UTILITIES	08/18/2022
TOTAL VENDOR AM TOWING				258.75		
VENDOR NAME: AMAZON CAPITOL SERVICES						
1LRLPQ696WXV	COUNTERFEIT BILL DETECTING PEN	100-5145-531100	12.00	12.00	FINANCE	08/18/2022
1GVHLJMH3YL4	WATER TABLET TRUCK TABLET HOLDER FOR LOC	610-6920-693000	24.99	24.99	UTILITIES	08/18/2022
1LQTQJMKH43M	SHOP TOOL	100-5323-531100	39.50	39.50	DPW	08/18/2022
1RXMG7LF1QXV	TRUCK #4 DRIVERS SEAT	100-5324-539500	122.28	122.28	DPW	08/18/2022
1MGRK31J761X	STRING TRIMMER PARTS	100-5324-539500	48.01	48.01	DPW	08/18/2022
1N64R7JMT6J7	GAS DETECTOR	100-5521-531100	49.29	49.29	DPW	08/18/2022
16H99PD7JK4H	NAME BADGES	100-5144-531100	48.98	48.98	CLERK	08/18/2022
16TYRN3M7FT7	FURNACE PULLY	100-5160-539500	30.85	30.85	DPW	08/18/2022
TOTAL VENDOR AMAZON CAPITOL SERVICES				375.90		
VENDOR NAME: ASSOCIATED APPRAISAL CONSULTANT INC						
163647	ASSESSMENT SVS AUG 2022	100-5153-521900	1,464.24	1,464.24	CLERK	08/18/2022
TOTAL VENDOR ASSOCIATED APPRAISAL CONSULTANT INC				1,464.24		
VENDOR NAME: AT & T MOBILITY						
287291370101071520	AT&T CELL PHONES AND HOTSPOTS	100-5211-522500	666.57	666.57	POLICE	08/18/2022
TOTAL VENDOR AT & T MOBILITY				666.57		
VENDOR NAME: BASSETT MECHANICAL						
6510838	WWTF BOILER REPAIR	620-8010-833000	375.00	375.00	UTILITIES	08/18/2022
6510818	WWTF BOILER REPAIR	620-8010-833000	2,124.66	2,124.66	UTILITIES	08/18/2022
659716C	WWTF HVAC MAINT. CONTRACT	620-8010-834000	739.16	739.16	UTILITIES	08/18/2022
TOTAL VENDOR BASSETT MECHANICAL				3,238.82		
VENDOR NAME: BAYSIDE PRINTING LLC						
140713	2ND QTR 2022 INSERT	100-5142-531200	70.97	1,264.34	ALLOCATE	08/18/2022
		100-5211-531200	70.97			
		100-5300-521900	70.97			
		150-5221-539900	70.97			
		440-5511-531200	70.97			
		610-6920-692300	70.97			
		620-8400-852000	70.98			
		610-6920-692300	767.54			
TOTAL VENDOR BAYSIDE PRINTING LLC				1,264.34		
VENDOR NAME: BLOOM COMPANIES LLC						
12778	HWY 83	250-5335-521900	7,863.76	7,863.76	FINANCE	08/18/2022
TOTAL VENDOR BLOOM COMPANIES LLC				7,863.76		
VENDOR NAME: BUELOW, VETTER, BUIKEMA, OLSON						



08/11/2022 10:57 AM  
User: MROCKLEY  
DB: Mukwonago

PENDING VILLAGE BOARD REVIEW FOR MUKWONAGO  
EXP CHECK RUN DATES 08/18/2022 - 08/18/2022  
UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN - CHECK TYPE: PAPER CHECK

Page: 2/11

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	APPROVAL DEPARTMENT	POST DATE
VENDOR NAME: BUELOW, VETTER, BUIKEMA, OLSON						
JULY 2022 ACTIVITY	GENERAL VILLAGE MATTERS	100-5111-521900	864.00	864.00	FINANCE	08/18/2022
TOTAL VENDOR BUELOW, VETTER, BUIKEMA, OLSON				864.00		
VENDOR NAME: CENTURY SPRINGS BOTTLING						
5201151	WWTF LAB TESTING	620-8010-826000	127.14	127.14	UTILITIES	08/18/2022
TOTAL VENDOR CENTURY SPRINGS BOTTLING				127.14		
VENDOR NAME: CENTURYLINK						
2022 JULY	PHONE SERVICE JULY 2022	100-5142-522500	77.74	679.87	MULTIPLE	08/18/2022
		100-5211-522500	57.16			
		100-5323-522500	107.72			
		100-5512-522500	115.77			
		440-5511-522500	187.79			
		610-6920-692100	33.90			
		620-8400-851000	99.79			
TOTAL VENDOR CENTURYLINK				679.87		
VENDOR NAME: CHEMTRADE CHEMICALS US LLC						
93386384	WWTF PHOSPHORUS REMOVAL CHEMICAL	620-8010-824000	12,651.40	12,651.40	UTILITIES	08/18/2022
TOTAL VENDOR CHEMTRADE CHEMICALS US LLC				12,651.40		
VENDOR NAME: CINTAS						
4126826185	WATER/WWTF UNIFORM SERVICE	610-6920-693000	86.22	172.44	UTILITIES	08/18/2022
		620-8010-827000	86.22			
4126826247	DPW UNIFORMS AND SHOP SUPPLIES	100-5323-531100	110.64	110.64	DPW	08/18/2022
4127512967	WATER/WWTF UNIFORM SERVICE	610-6920-693000	85.72	177.44	UTILITIES	08/18/2022
		620-8010-827000	91.72			
4127512984	STAFF UNIFORMS AND SHOP SUPPLIES	100-5323-531100	110.64	110.64	DPW	08/18/2022
TOTAL VENDOR CINTAS				571.16		
VENDOR NAME: CIT						
40524375	WWTF COPIER COSTS	620-8400-851000	88.64	88.64	UTILITIES	08/18/2022
TOTAL VENDOR CIT				88.64		
VENDOR NAME: CIVITEK CONSULTING						
61-15.01	MISC PLANNING SVCS	100-5632-521900	3,096.80	3,096.80	PLANNER	08/18/2022
61-15.03	501 FRANKLIN ST REVIEW	100-0000-211400	98.00	98.00	PLANNER	08/18/2022
61-15.04	MUK BAPTIST CHURCH REVIEW	100-0000-211400	117.60	117.60	PLANNER	08/18/2022
61-15-06	2022 COFFEE SHOP REVIEW	100-0000-211400	88.20	88.20	PLANNER	08/18/2022
61-15.07	ST JAMES CHURCH REVIEW	100-0000-211400	9.80	9.80	PLANNER	08/18/2022
61-15.08	2022 WALMART SPAR	100-0000-211400	127.40	127.40	PLANNER	08/18/2022
61-15.02	2022 CAMPBELL CONST SPAR	100-0000-211425	39.20	39.20	PLANNER	08/18/2022
61-15.05	2022 SCOOTERS REVIEW	100-0000-211425	156.80	156.80	PLANNER	08/18/2022
61-15.09	2022 BOSS SPAR AMENDMENT	100-0000-211425	166.60	166.60	PLANNER	08/18/2022
TOTAL VENDOR CIVITEK CONSULTING				3,900.40		

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VENDOR NAME: CLASSIC CONCRETE & MASONRY						
8.8.2022	SIDEWALK REPAIR PROGRAM (FAIRWINDS)	100-5343-539500	8,593.25	8,593.25	DPW	08/18/2022
TOTAL VENDOR CLASSIC CONCRETE & MASONRY				8,593.25		
VENDOR NAME: CONLEY MEDIA, LLC						
6362410722 - CLERK	PUBLIC VOTING TEST LEGAL AD	100-5144-531200	12.99	12.99	CLERK	08/18/2022
6362410722 - DPW	WEED NOICE PUBLICATION	100-5613-531100	215.37	215.37	DPW	08/18/2022
6362410722 - PLANNING	SCOOTERS PUBLIC HEARING	100-5632-531200	28.48	28.48	PLANNER	08/18/2022
TOTAL VENDOR CONLEY MEDIA, LLC				256.84		
VENDOR NAME: COREY OIL, LTD						
263978	DEF	100-5324-535100	185.20	185.20	DPW	08/18/2022
TOTAL VENDOR COREY OIL, LTD				185.20		
VENDOR NAME: COUNTY WIDE EXTINGUISHER, INC						
27161 - DPW	NNUAL FIRE EXTINGUISHER INSPECTION AND R	100-5160-521900	42.25	1,317.91	DPW	08/18/2022
		100-5220-539400	139.75			
		100-5323-521900	450.14			
		100-5512-531100	225.50			
		100-5521-531100	460.27			
27161 - FIRE	EXTINGUISHER ANNUAL INSPECTION	150-5222-539500	532.84	532.84	FIRE	08/18/2022
27161 - POLICE	PD FIRE EXTINGUISHER MAINTENANCE	100-5211-539400	237.40	237.40	POLICE	08/18/2022
27161 - LIBRARY	INSPECTION - FIRE EXTINGUISHER	440-5511-539500	35.75	35.75	LIBRARY	08/18/2022
27161 - UTILITIES	WATER/WWTF ANNUAL FIRE EXTINGUISHER TEST	610-6210-662300	509.97	807.58	UTILITIES	08/18/2022
		620-8010-827000	297.61			
TOTAL VENDOR COUNTY WIDE EXTINGUISHER, INC				2,931.48		
VENDOR NAME: DE LAGE LANDEN FINANCIAL						
77148273- POLICE	COPIER LEASE AUGUST INVOICE	100-5211-521900	108.00	108.00	POLICE	08/18/2022
77148273	LEASE 08/15/2022 - 09/14/22 KONICA 450I	100-5142-531200	15.04	160.00	ALLOCATE	08/18/2022
		100-5300-539900	15.54			
		100-5120-531100	10.77			
		100-5141-531100	1.65			
		100-5145-531100	17.48			
		100-5241-531200	3.25			
		100-5632-531200	4.83			
		100-5211-521900	25.74			
		150-5221-531100	11.70			
		410-5363-531200	1.60			
		440-5511-531200	21.95			
		500-5344-531200	1.60			
		610-6902-690300	14.59			
		620-8300-840000	14.26			
TOTAL VENDOR DE LAGE LANDEN FINANCIAL				268.00		
VENDOR NAME: DIGGERS HOTLINE INC						

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	APPROVAL DEPARTMENT	POST DATE
VENDOR NAME: DIGGERS HOTLINE INC						
220738301	RWATER/WWTF LOCATES	610-6920-693000	145.27	290.54	UTILITIES	08/18/2022
		620-8010-827000	145.27			
TOTAL VENDOR DIGGERS HOTLINE INC				290.54		
VENDOR NAME: DYNAMIC AWARDS						
20147	LIBRARY DIRECTOR NAME PLATE	100-5111-539900	10.00	10.00	CLERK	08/18/2022
TOTAL VENDOR DYNAMIC AWARDS				10.00		
VENDOR NAME: E.H. WACHS						
INV206672	WATER VALVE EXERCISER REPAIR PARTS	610-6451-664100	101.00	101.00	UTILITIES	08/18/2022
TOTAL VENDOR E.H. WACHS				101.00		
VENDOR NAME: EBIX						
11934	EBIX INVOICE	150-5231-521900	7,364.68	7,364.68	FIRE	08/18/2022
TOTAL VENDOR EBIX				7,364.68		
VENDOR NAME: EMERGENCY MEDICAL PRODUCTS						
2469405	EMS SUPPLIES	150-5231-531100	175.86	175.86	FIRE	08/18/2022
2468701	EMS SUPPLIES	150-5231-531100	359.87	359.87	FIRE	08/18/2022
2467318	EMS SUPPLIES	150-5231-531100	26.09	26.09	FIRE	08/18/2022
TOTAL VENDOR EMERGENCY MEDICAL PRODUCTS				561.82		
VENDOR NAME: EMPATHIA, INC.						
44298	QUARTERLY EAP BENEFIT COST	100-5141-515900	3.75	438.75	FINANCE	08/18/2022
		100-5241-515900	7.50			
		100-5142-515900	7.50			
		100-5120-511000	7.50			
		100-5632-515900	3.75			
		150-5221-515900	183.75			
		440-5511-515900	71.25			
		100-5211-515900	86.25			
		100-5300-515900	26.25			
		610-6920-515900	13.12			
		620-8400-515900	13.13			
		100-5145-515900	15.00			
TOTAL VENDOR EMPATHIA, INC.				438.75		
VENDOR NAME: ENERGENECS, INC.						
0044403-IN	WWTF AERATION BASIN UPGRADE	620-0000-000105	7,119.00	7,119.00	UTILITIES	08/18/2022
TOTAL VENDOR ENERGENECS, INC.				7,119.00		
VENDOR NAME: ENVIRONMENTAL EXPRESS INC						
1000705795	WWTF LAB TESTING	620-8010-826000	788.06	788.06	UTILITIES	08/18/2022
TOTAL VENDOR ENVIRONMENTAL EXPRESS INC				788.06		
VENDOR NAME: EXCEL BUILDING SERVICES LLC						
3881	PD AUGUST BUILDING CLEANING	100-5211-539400	975.00	975.00	POLICE	08/18/2022

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VENDOR NAME: EXCEL BUILDING SERVICES LLC					
TOTAL VENDOR EXCEL BUILDING SERVICES LLC			975.00		
VENDOR NAME: FASTENAL COMPANY					
WIMUK93749	WATER PAINT FOR LOCATING	610-6920-693000	128.28	UTILITIES	08/18/2022
WIMUK93627	WATER WELL 3 CL2 PUMP INSTALL	610-6310-663500	248.37	UTILITIES	08/18/2022
TOTAL VENDOR FASTENAL COMPANY			376.65		
VENDOR NAME: FRED SCHNOOK					
072822	VILLAGE HALL DISPLAY CASE	100-5141-531100	150.00	FINANCE	08/18/2022
TOTAL VENDOR FRED SCHNOOK			150.00		
VENDOR NAME: GALLS LLC					
021742367	2022 UNIFORM ALLOWANCE - DEMOTTO	100-5211-534600	55.00	POLICE	08/18/2022
TOTAL VENDOR GALLS LLC			55.00		
VENDOR NAME: HAHN ACE HARDWARE					
JULY 2022 - UTILIT	WATER/WWTF SHOP SUPPLIES, TOWER TRANSDUC	610-6200-662300	4.32	UTILITIES	08/18/2022
		610-6450-664100	67.10		
		610-6451-665100	1,434.98		
		620-8010-827000	9.52		
		610-6451-664100	3.40		
		610-6200-662300	11.51		
		610-6310-663500	36.56		
		620-8010-827000	219.46		
		620-8010-834000	95.56		
2022 JULY - LIBRAR	HARDWARE	440-5511-531100	21.58	LIBRARY	08/18/2022
2022 JULY - PD	SUPPLIES	100-5211-531100	15.69	POLICE	08/18/2022
2022 JULY - DPW	VH AND SHOP SUPPLIES	100-5160-531100	21.57	DPW	08/18/2022
		100-5323-531100	45.66		
TOTAL VENDOR HAHN ACE HARDWARE			1,986.91		
VENDOR NAME: HAWKINS WATER TREATMENT					
6253131	WATER WELL 3 FLOURIDE INJECTOR NOZZLE	610-6310-663500	534.14	UTILITIES	08/18/2022
TOTAL VENDOR HAWKINS WATER TREATMENT			534.14		
VENDOR NAME: HINZ, TANYA					
080522	REFUND FOR RENTAL - CANCELLED MINIWAUKAN	100-4820-485000	50.00	CLERK	08/18/2022
TOTAL VENDOR HINZ, TANYA			50.00		
VENDOR NAME: HIPPENMEYER, REILLY, BLUM,					
53168	MICELLANEOUS MATTERS	100-5130-521900	100.00	FINANCE	08/18/2022
		440-5511-521900	580.00		
53170	2022 GREENWALD/DEBACK LITIGATION	100-5130-521900	940.00	FINANCE	08/18/2022
53171	PROSECUTIONS	100-5130-521900	1,132.50	FINANCE	08/18/2022
53169	MINORS FINAL PHASE	100-0000-211425	300.00	FINANCE	08/18/2022

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VENDOR NAME: HIPPENMEYER, REILLY, BLUM, TOTAL VENDOR HIPPENMEYER, REILLY, BLUM,					
			3,052.50		
VENDOR NAME: HORN FEEDS 33251 FIELD MARKING LIME					
		100-5521-531100	283.20	DPW	08/18/2022
TOTAL VENDOR HORN FEEDS			283.20		
VENDOR NAME: HORN OIL JULY 2022 JULY FUEL					
		100-5212-535100	4,956.98		
		100-5241-535100	135.22		
		100-5324-535100	5,874.42		
		150-5222-535100	3,541.46		
		150-5231-535100	453.19		
		610-6920-693300	1,611.56		
		620-8010-828000	242.79		
		500-5344-535100	100.00		
		620-8030-831000	239.00		
TOTAL VENDOR HORN OIL			17,154.62		
VENDOR NAME: JAMES IMAGING SYSTEMS 1214736 COPIES KONICA 458- 04/30/22 - 07/29/22 Q					
		100-5142-531200	66.70		
		100-5300-539900	68.90		
		100-5120-531100	47.75		
		100-5141-531100	7.31		
		100-5145-531100	77.55		
		100-5241-531200	14.40		
		100-5632-531200	21.43		
		100-5211-521900	114.17		
		150-5221-531100	51.87		
		410-5363-531200	7.10		
		440-5511-531200	97.35		
		500-5344-531200	7.10		
		610-6902-690300	64.71		
		620-8300-840000	63.22		
TOTAL VENDOR JAMES IMAGING SYSTEMS			793.59		
VENDOR NAME: LIFE-ASSIST, INC. 1207212 EMS SUPPLIES 1193894 EMS SUPPLIES 1215517 EMS SUPPLIES 1207422 EMS SUPPLIES 1231885 EMS SUPPLIES					
		150-5231-531100	13.50	FIRE	08/18/2022
		150-5231-531100	51.90	FIRE	08/18/2022
		150-5231-531100	590.00	FIRE	08/18/2022
		150-5231-531100	34.50	FIRE	08/18/2022
		150-5231-531100	510.00	FIRE	08/18/2022
TOTAL VENDOR LIFE-ASSIST, INC.			1,199.90		
VENDOR NAME: MCDONOUGH SEPTIC I7672 PORTABLE RESTROMS I7688 PORTABLE RESTROMS I7687 PORTABLE RESTROMS I7686 PORTABLE RESTROMS I7673 PORTABLE RESTROMS					
		100-5521-531100	400.00	DPW	08/18/2022
		100-5521-531100	90.00	DPW	08/18/2022
		100-5521-531100	90.00	DPW	08/18/2022
		100-5521-531100	90.00	DPW	08/18/2022
		100-5521-531100	270.00	DPW	08/18/2022

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	APPROVAL DEPARTMENT	POST DATE
VENDOR NAME: MCDONOUGH SEPTIC						
TOTAL VENDOR MCDONOUGH SEPTIC				940.00		
VENDOR NAME: MESSAGEUS						
222120134	WWTF PHONE SERVICE	620-8400-851000	7.95	7.95	UTILITIES	08/18/2022
TOTAL VENDOR MESSAGEUS				7.95		
VENDOR NAME: MUKWONAGO AREA CHAMBER OF COMM						
072922	EXPEDIA/HOMEAWAY.COM 2ND QUARTER ROOM TA	100-0000-244000	787.28	1,930.81	CLERK	08/18/2022
		100-0000-244000	1,143.53			
TOTAL VENDOR MUKWONAGO AREA CHAMBER OF COMM				1,930.81		
VENDOR NAME: MUKWONAGO ROTARY CLUB						
2022-2033 Q2	Q1 DUES	100-5142-532400	89.75	269.25	ALLOCATE	08/18/2022
		100-5632-532400	89.75			
		100-5211-532400	89.75			
TOTAL VENDOR MUKWONAGO ROTARY CLUB				269.25		
VENDOR NAME: MUNICIPAL LAW & LITIGATION						
7955	GREENWALD LITIGATION	100-5130-521900	4,180.00	4,180.00	FINANCE	08/18/2022
TOTAL VENDOR MUNICIPAL LAW & LITIGATION				4,180.00		
VENDOR NAME: NAPA AUTO PARTS - SP018						
170404	WWTF DIGESTER AIR LINE	620-8010-827000	76.58	76.58	UTILITIES	08/18/2022
170367	WWTF BACK FLOW PREVENTER PARTS	620-8010-833000	1.38	1.38	UTILITIES	08/18/2022
170671	TRUCK #5 CABIN FILTER	100-5324-539500	11.88	11.88	DPW	08/18/2022
170748	TIGER MOWER HYD. HOSES	100-5324-539500	133.45	133.45	DPW	08/18/2022
TOTAL VENDOR NAPA AUTO PARTS - SP018				223.29		
VENDOR NAME: NORTHERN LAKE SERVICE INC						
422605	WATER BAC T TESTING	610-6300-663200	92.00	92.00	UTILITIES	08/18/2022
422190	WWTF LAB TESTING RIVER	620-8010-826000	297.70	297.70	UTILITIES	08/18/2022
422057	WATER BAC T TESTING	610-6300-663200	112.00	112.00	UTILITIES	08/18/2022
TOTAL VENDOR NORTHERN LAKE SERVICE INC				501.70		
VENDOR NAME: OFFICE PRO						

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VENDOR NAME: OFFICE PRO						
0463179-001	COPY PAPER	100-5241-531100	2.96	145.67	ALLOCATE	08/18/2022
		100-5142-531100	13.71			
		100-5145-531100	15.89			
		100-5141-531100	1.50			
		100-5632-531100	4.40			
		100-5323-531100	14.14			
		100-5120-531100	9.80			
		100-5211-531100	23.44			
		150-5221-531100	10.65			
		440-5511-531100	19.99			
		410-5363-531100	1.46			
		500-5344-531100	1.46			
		610-6920-692100	13.29			
		620-8300-840000	12.98			
TOTAL VENDOR OFFICE PRO				145.67		
VENDOR NAME: OLD SCHOOL CONTRACTING						
2022 JULY 4	WATER WELL3 WINDOW REPLACEMENT	610-6210-662500	4,575.00	4,575.00	UTILITIES	08/18/2022
TOTAL VENDOR OLD SCHOOL CONTRACTING				4,575.00		
VENDOR NAME: PIEPERPOWER						
840467	CLERICAL UPS OUTLETS	100-5211-521900	1,650.00	1,650.00	POLICE	08/18/2022
840468	IT IMPROVEMENTS - VILLAGE WIDE NETWORK	100-5111-522900	180.00	4,500.00	ALLOCATE	08/18/2022
		100-5300-522900	675.00			
		100-5211-522900	675.00			
		100-5120-522900	135.00			
		100-5142-522900	360.00			
		100-5632-522900	135.00			
		100-5145-522900	450.00			
		100-5241-522900	270.00			
		100-5512-522900	135.00			
		100-5141-522900	135.00			
		150-5221-522900	675.00			
		610-6920-692100	337.50			
		620-8400-851000	337.50			
TOTAL VENDOR PIEPERPOWER				6,150.00		
VENDOR NAME: PROHEALTH CARE LAB BILLING						
10001333906	PROHEALTH JUNE BLOOD DRAWS	100-5212-521900	36.05	36.05	POLICE	08/18/2022
TOTAL VENDOR PROHEALTH CARE LAB BILLING				36.05		
VENDOR NAME: PROHEALTH MEDICAL GROUP						
314289	PROHEALTH NEW RESERVE OFFICER DRUG SCREE	100-5212-521900	95.00	95.00	POLICE	08/18/2022
314375	SEASONAL STAFF PRE EMPLOYMENT	100-5300-521900	213.00	213.00	DPW	08/18/2022
TOTAL VENDOR PROHEALTH MEDICAL GROUP				308.00		
VENDOR NAME: PROPHOENIX CORPORATION						
2022293	PROPHOENIX CONFERENCE REGISTRATION	100-5215-533500	1,390.00	1,390.00	POLICE	08/18/2022

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VENDOR NAME: PROPHOENIX CORPORATION					
TOTAL VENDOR PROPHOENIX CORPORATION			1,390.00		
VENDOR NAME: QUADIENT LEASING USA INC					
N9513612	05/27 - 08/26 2022 POSTAGE LEASE PYMT	100-5142-531500 66.55	468.69	ALLOCATE	08/18/2022
		150-5221-531100 61.87			
		410-5363-531500 9.37			
		440-5511-531500 24.37			
		500-5344-531500 4.69			
		610-6902-690300 155.61			
		620-8400-851000 146.23			
40193332	BRUSH AND SPONGE REPAIR KIT - POSTAGE MA	100-5142-531200 2.63	28.00	ALLOCATE	08/18/2022
		100-5300-539900 2.72			
		100-5120-531100 1.88			
		100-5141-531100 0.29			
		100-5145-531100 3.36			
		100-5241-531200 0.57			
		100-5632-531200 0.85			
		100-5211-521900 4.51			
		150-5221-531100 2.05			
		410-5363-531200 0.28			
		440-5511-531200 3.84			
		500-5344-531200 0.28			
		610-6902-690300 2.55			
		620-8300-840000 2.19			
TOTAL VENDOR QUADIENT LEASING USA INC			496.69		
VENDOR NAME: QUILL LLC					
26632795	TONER AND OFFICE SUPPLIES	100-5211-531100 279.97	279.97	POLICE	08/18/2022
TOTAL VENDOR QUILL LLC			279.97		
VENDOR NAME: SHRED-IT USA					
8002022429	PD SHRED SERVICE	100-5211-521900 87.15	87.15	POLICE	08/18/2022
8001784175	2022 JUNE VH SHREDDING SERVICES	100-5141-531100 42.21	84.41	ALLOCATE	08/18/2022
		100-5142-531100 21.10			
		100-5632-531100 21.10			
8001981038	2022 JULY VH SHREDDING SERVICES	100-5141-531100 45.16	90.32	ALLOCATE	08/18/2022
		100-5142-531100 22.58			
		100-5632-531100 22.58			
TOTAL VENDOR SHRED-IT USA			261.88		
VENDOR NAME: SOUTHERN LAKES NEWSPAPERS					
420934	EMPLOYMENT ADD	100-5300-521900 324.00	324.00	DPW	08/18/2022
TOTAL VENDOR SOUTHERN LAKES NEWSPAPERS			324.00		
VENDOR NAME: SUSTAINABLE WILDLIFE HABITATS					



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VENDOR NAME: SUSTAINABLE WILDLIFE HABITATS						
080822	STREET TREES	340-5890-580601	1,000.00	2,368.75	DPW	08/18/2022
		100-5611-531100	750.00			
		100-5521-531100	618.75			
TOTAL VENDOR SUSTAINABLE WILDLIFE HABITATS				2,368.75		
VENDOR NAME: THE HIGHLAND GROUP						
4	HWY 83 ACQUISITIONS	250-5140-521900	1,598.25	1,598.25	FINANCE	08/18/2022
TOTAL VENDOR THE HIGHLAND GROUP				1,598.25		
VENDOR NAME: TRACTOR SUPPLY CREDIT PLAN						
JULY 2022 - UTILITIES	WWTF SPRAYER TANK REPAIR FITTING	620-8010-827000	10.99	10.99	UTILITIES	08/18/2022
2022 JULY	EQUIPMENT & PARK SUPPLIES	100-5324-539500	1,067.98	1,222.95	DPW	08/18/2022
		100-5521-531100	154.97			
TOTAL VENDOR TRACTOR SUPPLY CREDIT PLAN				1,233.94		
VENDOR NAME: TRILOGY CONSULTING LLC						
1375	WATER/WWTF RATE REVIEWS	610-6920-692300	232.75	467.50	UTILITIES	08/18/2022
		620-8400-852000	234.75			
TOTAL VENDOR TRILOGY CONSULTING LLC				467.50		
VENDOR NAME: USA BLUEBOOK						
068864	WWTF POLYMER PUMP SETUP	620-8010-825000	435.70	435.70	UTILITIES	08/18/2022
069075	WWTF MISC CABLE CLAMPS	620-8010-827000	56.58	56.58	UTILITIES	08/18/2022
069076	WWTF POLY PUMP SETUP	620-8010-825000	43.69	43.69	UTILITIES	08/18/2022
065811	WATER WELL 3 CL2 PUMP INSTALL	610-6310-663500	165.32	165.32	UTILITIES	08/18/2022
TOTAL VENDOR USA BLUEBOOK				701.29		
VENDOR NAME: VERIZON WIRELESS						
9910297280	VERIZON BILL- MONITORS	150-5221-522500	50.12	50.12	FIRE	08/18/2022
9911054020	JUNE-JULY 2022 PHONE BILL	100-5141-522500	57.58	954.74	MULTIPLE	08/18/2022
		100-5241-522500	103.56			
		100-5211-522500	15.24			
		100-5323-522500	374.47			
		610-6920-692100	178.21			
		620-8400-851000	178.22			
		100-5632-522500	47.46			
9911054021	2022 JULY CELL BILL ACCT# 885503900-0000	100-5323-522500	21.68	266.11	MULTIPLE	08/18/2022
		610-6920-692100	122.22			
		620-8400-851000	122.21			
TOTAL VENDOR VERIZON WIRELESS				1,270.97		
VENDOR NAME: WATER WELL SOLUTIONS						

08/11/2022 10:57 AM  
User: MROCKLEY  
DB: Mukwonago

PENDING VILLAGE BOARD REVIEW FOR MUKWONAGO  
EXP CHECK RUN DATES 08/18/2022 - 08/18/2022  
UNJOURNALIZED OPEN AND PAID  
BANK CODE: GEN - CHECK TYPE: PAPER CHECK

Page: 11/11

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	APPROVAL DEPARTMENT	POST DATE
VENDOR NAME: WATER WELL SOLUTIONS						
WELL 6 PAYMENT 1	WELL 6 IMPROVEMENTS	610-0000-000109	42,213.25	42,213.25	FINANCE	08/18/2022
TOTAL VENDOR WATER WELL SOLUTIONS				42,213.25		
VENDOR NAME: WCTC						
S0775471	HOFFMAN- WCTC FFI	150-5223-533500	96.57	96.57	FIRE	08/18/2022
TOTAL VENDOR WCTC				96.57		
VENDOR NAME: WELLER, GREG & SARAH						
REFUND082022	UB REFUND - #4383 - 323 MEACHAM ST	620-0000-142000	122.17	243.10	ALLOCATE	08/01/2022
		610-0000-142000	94.19			
		620-0000-142000	7.55			
		610-0000-142000	7.33			
		610-0000-142000	7.17			
		410-0000-142000	4.69			
TOTAL VENDOR WELLER, GREG & SARAH				243.10		
VENDOR NAME: WI DEPT OF JUSTICE CIB						
L6812T 202207 ADMIN	BACKGROUND CHECK	100-5141-521900	14.00	14.00	ADMIN	08/18/2022
L6812T 202207 PD		100-5212-521900	49.00	49.00	POLICE	08/18/2022
L6812T 202207 CLERK		100-0000-242205	56.00	56.00	CLERK	08/18/2022
TOTAL VENDOR WI DEPT OF JUSTICE CIB				119.00		
VENDOR NAME: WI STATE LAB OF HYGIENE						
718952	WATER LAB TESTING	610-6300-663200	26.00	26.00	UTILITIES	08/18/2022
TOTAL VENDOR WI STATE LAB OF HYGIENE				26.00		
VENDOR NAME: WOLF PAVING						
42351	ASPHALT COLD PATCH	100-5341-539500	500.50	500.50	DPW	08/18/2022
TOTAL VENDOR WOLF PAVING				500.50		
VENDOR NAME: WON-A-GO BIKING						
073022	BIKES AND HELMETS FOR NATIONAL NIGHT OUT	340-5890-580602	1,255.00	1,255.00	POLICE	08/18/2022
TOTAL VENDOR WON-A-GO BIKING				1,255.00		
GRAND TOTAL:				163,766.73		



## Agenda Item Cover Report

<b>Date:</b>	<b>Committee/Board:</b>
<b>Submitted by:</b>	<b>Department:</b>
<b>Date of Committee Action:</b>	<b>Date of Village Board Action:</b>

<b>Subject:</b>
<b>Executive Summary:</b>
<b>Fiscal Impact:</b>
<b>Executive Recommendation/Action:</b>

☐ Attachments Included

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

## VILLAGE OF MUKWONAGO PARK FACILITIES RENTAL APPLICATION FIELD PARK

Date Submitted: 14-JUL-2022

Event Date: 17-SEP-2022

**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](mailto:lgourdoux@villageofmukwonago.com)

### FEES (check all that apply)

<input type="checkbox"/> Field Park Pavilion A Resident (Main Pavilion) – 1-49 people	\$100.00 per day	\$ _____
<input type="checkbox"/> Field Park Pavilion A Resident (Main Pavilion) – 50-100 people	\$150.00 per day	\$ _____
<input type="checkbox"/> Field Park Pavilion A Resident (Main Pavilion) – more than 100 people	\$175.00 per day	\$ _____
<input checked="" type="checkbox"/> Field Park Pavilion B Resident (Ball Diamond Pavilion)	\$75.00 per day	\$ <u>75.00</u>
<input type="checkbox"/> Field Park Pavilion C Resident (Playground Pavilion)	\$75.00 per day	\$ _____
<input type="checkbox"/> Field Park Baseball Field Reservation (for non-athletic organizations)	\$25.00 per day	\$ _____
<input type="checkbox"/> Field Park Baseball Field Lights	\$40.00 per day	\$ _____
<input type="checkbox"/> Entire Park Resident	\$300.00 per day	\$ _____
<input type="checkbox"/> Electricity and Coordination (Pavilions B or C)	\$15.00 per day	\$ _____
<input type="checkbox"/> Non-Resident Fee	Additional \$25.00 per day	\$ _____
Fee Total		\$ <u>75.00</u>

### DEPOSIT (check all that apply)

<input type="checkbox"/> Field Park Pavilion A and/or entire park Deposit	\$200.00	\$ _____
<input checked="" type="checkbox"/> Field Park Pavilion B and C Deposit	\$100.00	\$ <u>100.00</u>
<input checked="" type="checkbox"/> Key Deposit	\$25.00	\$ <u>25.00</u>
Deposit Total		\$ <u>125.00</u>

## APPLICANT INFORMATION

Name: Alan Willhite  
Address: [REDACTED] City: Mukwonago State: WI Zip: 53149  
Daytime: [REDACTED] Fax: na  
E-Mail: [REDACTED]

## ORGANIZATION INFORMATION

Name of Organization: Amorphic Beer  
Mailing Address: [REDACTED] City: Milwaukee State: WI Zip: 53212  
Phone Number: [REDACTED] Is the organization a 501(c)3 organization?: ☐ YES ☒ NO  
Website Address: https://www.amorphicbeer.com

## RENTAL INFORMATION

Date(s) of the Event: \_\_\_\_\_

Estimated # of Participants: 75

NOTE: (If there are 150 people or more, a special event permit will be required under separate application):

Event Start Time: 2:00 pm Event End Time: 8:00 pm

A. Generally, describe your event and its purpose.

Beer garden featuring beer from Amorphic Beer (Milwaukee microbrewery) plus 1-2 food trucks  
As a microbrewery, we can operate a temporary retail location using our Brewer's Alcohol Beverage  
Permit from the State of Wisconsin (309-1030664699-06) [no class B or operator license required]

B. Please provide your COVID-19 Action Plan Outdoor event with appropriate social distancing

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? No  
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? No

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.

Will bring garbage bags and 4 trash cans to collect refuse

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

I do not foresee needing any assistance from the Village

## 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

14-JUL-2022  
Date

Alan Willhite

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: <input type="checkbox"/> Administrator <input type="checkbox"/> Building Inspection <input type="checkbox"/> Fire Department <input type="checkbox"/> Police Department <input type="checkbox"/> Public Works Department <input type="checkbox"/> Clerk <input type="checkbox"/> Utilities - Sewer or Water			

Village of Mukwonago  
440 River Crest Court  
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## VILLAGE OF MUKWONAGO PARK FACILITIES RENTAL APPLICATION FIELD PARK

Date Submitted: 14-JUL-2022

Event Date: 22-OCT-2022

**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](mailto:lgourdoux@villageofmukwonago.com)

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<input type="checkbox"/> Non-Resident Fee	Additional \$25.00 per day	\$ _____
<b>Fee Total</b>		\$ <u>75.00</u>

### DEPOSIT (check all that apply)

<input type="checkbox"/> Field Park Pavilion A and/or entire park Deposit	\$200.00	\$ _____
<input checked="" type="checkbox"/> Field Park Pavilion B and C Deposit	\$100.00	\$ <u>100.00</u>
<input checked="" type="checkbox"/> Key Deposit	\$25.00	\$ <u>25.00</u>
<b>Deposit Total</b>		\$ <u>125.00</u>

## APPLICANT INFORMATION

Name: Alan Willhite

Address: \_\_\_\_\_

City: Mukwonago

State: WI

Zip: 53149

Daytime: \_\_\_\_\_

Fax: na

E-Mail: \_\_\_\_\_

## ORGANIZATION INFORMATION

Name of Organization: Amorphic Beer

Mailing Address: \_\_\_\_\_

Milwaukee

State: WI

Zip: 53212

Phone Number: \_\_\_\_\_

Is your organization a 501(c)3 organization?:

☐ YES

☒ NO

Website Address: https://www.amorphicbeer.com

## RENTAL INFORMATION

Date(s) of the Event: \_\_\_\_\_

Estimated # of Participants: 75

NOTE: (If there are 150 people or more, a special event permit will be required under separate application):

Event Start Time: 2:00 pm

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A. Generally, describe your event and its purpose.

Beer garden featuring beer from Amorphic Beer (Milwaukee microbrewery) plus 1-2 food trucks  
As a microbrewery, we can operate a temporary retail location using our Brewer's Alcohol Beverage  
Permit from the State of Wisconsin (309-1030664699-06) [no class B or operator license required]

B. Please provide your COVID-19 Action Plan Outdoor event with appropriate social distancing

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? No

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? No

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.

Will bring garbage bags and 4 trash cans to collect refuse



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

I do not foresee needing any assistance from the Village

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

## DEPOSIT REQUIREMENTS

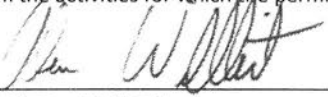
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## CERTIFICATION

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

14-JUL-2022  
Date

Alan Willhite

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: <input type="checkbox"/> Administrator <input type="checkbox"/> Building Inspection <input type="checkbox"/> Fire Department <input type="checkbox"/> Police Department <input type="checkbox"/> Public Works Department <input type="checkbox"/> Clerk <input type="checkbox"/> Utilities – Sewer or Water			

## Incident Type Report (Summary)

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
<b>Incident Type Category (FD1.21): 1 - Fire</b>						
111 - Building fire	9	0.72%				
114 - Chimney or flue fire, confined to chimney or flue	3	0.24%	5,000.00	0.00	5,000.00	24.39%
131 - Passenger vehicle fire	1	0.08%	15,000.00	0.00	15,000.00	73.17%
140 - Natural vegetation fire, other	1	0.08%	0.00	0.00	0.00	0.00%
143 - Grass fire	5	0.40%				
161 - Outside storage fire	2	0.16%	500.00	0.00	500.00	2.44%
<b>Total: 21</b>		<b>Total: 1.69%</b>	<b>Total: 20,500.00</b>	<b>Total: 0.00</b>	<b>Total: 20,500.00</b>	<b>Total: 100.00%</b>
<b>Incident Type Category (FD1.21): 3 - Rescue &amp; Emergency Medical Service Incident</b>						
311 - Medical assist, assist EMS crew	12	0.96%				
321 - EMS call, excluding vehicle accident with injury	516	41.48%				
3212 - Interfacility Transfer	337	27.09%				
3213 - Intercept	141	11.33%				
322 - Motor vehicle accident with injuries	17	1.37%				
324 - Motor vehicle accident with no injuries.	12	0.96%				
361 - Swimming/recreational water areas rescue	1	0.08%				
381 - Rescue or EMS standby	2	0.16%				
<b>Total: 1,038</b>		<b>Total: 83.44%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)</b>						
400 - Hazardous condition, other	1	0.08%				
411 - Gasoline or other flammable liquid spill	1	0.08%				
412 - Gas leak (natural gas or LPG)	4	0.32%				
440 - Electrical wiring/equipment problem, other	1	0.08%				
444 - Power line down	2	0.16%				
463 - Vehicle accident, general cleanup	1	0.08%				
<b>Total: 10</b>		<b>Total: 0.80%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 5 - Service Call</b>						
500 - Service call, other	4	0.32%				
511 - Lock-out	1	0.08%				
522 - Water or steam leak	2	0.16%				
542 - Animal rescue	1	0.08%				
551 - Assist police or other governmental agency	2	0.16%				
553 - Public service	2	0.16%				
561 - Unauthorized burning	1	0.08%	0.00	0.00	0.00	0.00%
571 - Cover assignment, standby, moveup	6	0.48%				
<b>Total: 19</b>		<b>Total: 1.53%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 6 - Good Intent Call</b>						
611 - Dispatched and cancelled en route	94	7.56%				
622 - No incident found on arrival at dispatch address	8	0.64%				
631 - Authorized controlled burning	4	0.32%				
651 - Smoke scare, odor of smoke	2	0.16%				
671 - HazMat release investigation w/no HazMat	8	0.64%				
<b>Total: 116</b>		<b>Total: 9.32%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
<b>Incident Type Category (FD1.21): 7 - False Alarm &amp; False Call</b>						

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
700 - False alarm or false call, other	1	0.08%				
733 - Smoke detector activation due to malfunction	6	0.48%				
734 - Heat detector activation due to malfunction	3	0.24%				
735 - Alarm system sounded due to malfunction	4	0.32%				
736 - CO detector activation due to malfunction	6	0.48%				
740 - Unintentional transmission of alarm, other	1	0.08%				
741 - Sprinkler activation, no fire - unintentional	1	0.08%				
743 - Smoke detector activation, no fire - unintentional	1	0.08%				
744 - Detector activation, no fire - unintentional	1	0.08%				
745 - Alarm system activation, no fire - unintentional	15	1.21%				
746 - Carbon monoxide detector activation, no CO	1	0.08%				
	<b>Total: 40</b>	<b>Total: 3.22%</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00</b>	<b>Total: 0.00%</b>
	<b>Total: 1,244</b>	<b>Total: 100.00%</b>	<b>Total: 20,500.00</b>	<b>Total: 0.00</b>	<b>Total: 20,500.00</b>	<b>Total: 100.00%</b>



## Agenda Item Cover Report

<b>Date:</b>	<b>Committee/Board:</b>
<b>Submitted by:</b>	<b>Department:</b>
<b>Date of Committee Action:</b>	<b>Date of Village Board Action:</b>

<b>Subject:</b>
<b>Executive Summary:</b>
<b>Fiscal Impact:</b>
<b>Executive Recommendation/Action:</b>

☐ Attachments Included

County: Waukesha  
1/4 Section: SE  
Section: 23  
Town: 5N  
Range: 18E

## **ATTACHMENT AGREEMENT**

In consideration of **Wisconsin Electric Power Company d/b/a We Energies** (hereinafter referred to as "Company") authorizing and permitting **Village of Mukwonago** (hereinafter referred to as "Licensee") to use a certain pole or poles of the Company for the purposes of attaching certain wires or equipment, to wit:

The Licensee is given permission to install a single 18" x 30" maximum size banner on each Company fiberglass light pole listed in Exhibit "A". No holes shall be drilled in the pole, and banners shall be mounted to the pole using a single banded top bracket arm and bottom grommet holder to limit wind loading. Approved banners display 6 US Service Branches and the US Flag and have no other messaging.

all as shown on Exhibit "A," Drawing No. "Authorized Banner Poles 2022-08", the Licensee agrees to pay a one-time fee of \$0, and that the use of the pole or poles by the Licensee for its purposes as above-described shall be at the Licensee's own risk and at its own cost and expense, subject to prior agreements and rights of other licensees, and shall be in conformity with the State Electrical Code in effect at the time of execution of this Agreement and as such Electrical Code may be amended or modified from time to time.

Licensee further agrees that it will identify its facilities by installing a cable marker or tag on the facility at each pole showing owner name and emergency contact telephone number. In cases where the Company is replacing a pole and circumstances make it desirable to expedite completion of the work, the Company shall permanently transfer Licensee's facilities, and the Company shall be reimbursed for such transfer. If a permanent transfer cannot be completed and circumstances make it desirable to expedite completion of the work, the Company may temporarily transfer Licensee's facilities and the Licensee shall then complete a permanent transfer within 30 days after notice and the Company shall not be liable for any interruptions in service associated with any transfer of Licensee's facilities.

Licensee further agrees that it will indemnify, save and hold harmless the Company and Wisconsin Energy Corporation and their directors, officers, agents and employees from any and all claims, demands, actions, and all liability, costs and expenses (including attorney's fees) in connection therewith, which may be made or brought against or incurred by the Company and/or Wisconsin Energy Corporation or their directors, officers, agents or employees as a result of injury or death of any person (including directors, officers, agents and employees of the Company and/or Wisconsin Energy Corporation and/or Licensee) or damage to any property arising out of or in any way connected with the permission herein given or as a result of the intentional or negligent actions or inactions of Licensee, its directors, officers, agents and/or employees, and/or its subcontractors or their employees, while on the premises at the location of the pole or poles included under the permission herein given; the provisions hereof shall be binding upon the successors and assigns of the parties hereto; and this permit may be revoked by the Company at any time upon giving 30 days notice in writing.

The foregoing permit and all of its terms and conditions are hereby accepted this 10th day of August, 2022.

**Village of Mukwonago, (Licensee)**

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

Print Name: \_\_\_\_\_

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

**Wisconsin Electric Power Company  
d/b/a We Energies**

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

Print Name: Chris Balliet

Title: Manager - Outdoor Lighting

WE Pole #

- 16-L-02107
- 16-L-02108
- 16-L-02109
- 16-L-02110
- 16-L-02121
- 16-L-02122
- 16-L-02124
- 16-L-02125
- 16-L-02480
- 16-L-02701
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- 17-L-00721
- 17-L-00739
- 17-L-00758
- 17-L-02453
- 17-L-02454
- 19-L-01714
- 20-L-00156
- 21-L-0568

