

Village of Mukwonago
MEETING OF THE VILLAGE OF MUKWONAGO
COMMITTEE OF THE WHOLE

Notice of Meeting and Agenda
Tuesday, September 6, 2016

Time: **5:30 p.m.**
Place: **Mukwonago Municipal Building/Board Room, 440 River Crest Court**

Any items not discussed or acted on at this meeting will be forwarded to a meeting of the Village of Mukwonago Committee of the Whole on **Wednesday, September 7, 2016, at 5:30 p.m.**, or a different specified date, located at the Mukwonago Municipal Building/Committee Room, 440 River Crest Court.

The Committee of the Whole has the discretion to take up the items listed below in any order.

1. Call to Order
2. Roll Call
3. Approval of August 1, 2016 regular meeting minutes
4. Committee Reports
Discussion and Possible Action on the Following Items
 - A. Finance Committee
 - 1) Vouchers payable batches
 - a. AP-8-2016-2A \$16,668.59
 - b. LIBAP8-2016 \$9,578.34
 - c. M-8-2016-1 \$601,831.33
 - d. M-8-2016-2 \$5,609.36
 - e. AP-9-2016-1 \$569,267.86
 - 2) Approval of purchase requisitions (Committee Approval Only)
 - a. DPW – Mill and fill paving in Two Rivers Subdivision in the amount of \$14,749
 - b. DPW – Replacement of fuel pump and installation of a fuel management system in the amount of \$24,925
 - c. DPW – Rework six ball diamonds in various parks in the amount of \$6,250
 - d. Sewer – Costs associated with Jetter/Vactor repairs in the amount of \$12,000
 - 3) A resolution to certify that the Village shall provide for and allow the Library to expend no less than the County rate in the prior year
 - 4) 5 Year Capital Plan (2017-21); consideration of 2017 capital requests for budget planning purposes
 - 5) Recommendation to utilize American Deposit Management Co. Treasury Services to manage the Village's funds
 - 6) Request to authorize Utilities Director to sell unused generator through Wisconsin Surplus Action Services
 - 7) Monthly Treasury Report
(This report is from Staff to Committee members. No item in the reports shall be discussed or acted on by Committee members unless it is specifically noted on the agenda that discussion may occur and/or action may be taken on that item. If the Committee wishes to discuss an item in the reports, the Committee will direct that item to be placed on the next Committee agenda.)
 - B. Health and Recreation Committee
 - 1) Special event permit requested by Mukwonago Rotary Club for the event known as Jack-O-Lantern Jaunt to be held on October 14-15, 2016 at the property located at 931 N. Rochester St.

C. Judicial Committee

- 1) Conceptual review and request by Paul and Corey-Beth Cielinski for a Reserve "Class B" Fermented Malt Beverage and Intoxication Liquors license for a proposed craft beer restaurant located at 110 Main St.
- 2) Status update on available alcohol licenses

D. Personnel Committee

- 1) Recommendation to adopt updated Family Medical Leave Act (FMLA) policy and incorporate it into the employee handbook
- 2) Update on Public Works Department hiring of temporary staff – Information only

E. Protective Services Committee

- 1) Memorandum of Understanding between the Village of Mukwonago and the Wisconsin Department of Transportation for the Mukwonago TID #3 development site generally located on lands southeast of I-43 along WIS 83
- 2) Monthly Police Report
(This report is from Staff to Committee members. No item in the report shall be discussed or acted on by Committee members unless it is specifically noted on the agenda that discussion may occur and/or action may be taken on that item. If the Committee wishes to discuss an item in the report, the Committee will direct that item to be placed on the next Committee agenda.)

F. Public Works Committee

- 1) Update on August 19, 2016 Main St. water main break
- 2) Main Street water main replacement
- 3) Agreement with We Energies for permission for restoring Mukwonago River Bank and Ingress and Egress on We Energies Right of Way and Substation Property - Mukwonago River Shoreline Restoration Project
- 4) Working Agreement with We Energies for the installation of conservation practices - Mukwonago River Shoreline Restoration Project
- 5) Revision of the approved yard trees for Minors West from the Declaration of Restrictions
- 6) CTH NN E Non-Standard Street Lighting Monthly Billing Contract with We Energies
- 7) Update on Temporary closure of CTH NN E railroad crossing – Information only
- 8) Update on Change Order #2 for CTH NN E Reconstruction Project – Information only
- 9) Update on 1002 CTH NN E driveway location – Information only
- 10) Request by Joe Bukovich, Point Real Estate, for a reduction in the letter of credit for The Orchards of Mukwonago Addn #2 subdivision
- 11) Consideration of Chapman Farms Blvd utility service alternatives
- 12) Selection of an alternative for installation of new multiuse trail on Holz Parkway
- 13) Monthly Report for Water and Sanitary Sewer Utilities, Public Works Department, Vehicle Mileage and Engineering Department
(These reports are from Staff to Committee members. No item in the reports shall be discussed or acted on by Committee members unless it is specifically noted on the agenda that discussion may occur and/or action may be taken on that item. If the Committee wishes to discuss an item in the reports, the Committee will direct that item to be placed on the next Committee agenda.)

5. Adjournment

It is possible that members of, and possibly 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 that, upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Clerk's Office, 440 River Crest Court, (262) 363-6420, Option 4.

MINUTES OF THE REGULAR COMMITTEE OF THE WHOLE MEETING **Monday, August 1, 2016**

Call to Order

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

Roll Call

Committee members present: Jay Vermuelen
 Darlene Johnson
 Jim Decker
 Mark Penzkover
 Kelly Klemme
 Ken Werner
 Fred Winchowky, Village President

Also present: Ron Bittner, Public Works Director
 Dave Brown, Utilities Director
 Diana Doherty, Finance Director
 Robert Harley, Building Codes Official
 Kurt Peot, Village Engineer
 Kevin Schmidt, Police Chief
 Jeff Stien, Fire Chief
 Judith Taubert, Deputy Clerk-Treasurer

Minutes

Motion by Decker/Johnson to approve the July 5, 2016 Committee of Whole meeting minutes carried. Penzkover abstained.

Committee Reports

Finance Committee

Vouchers payable

Motion by Vermeulen/Decker to recommend the Village Board approve the following batches of vouchers payable carried:

- a. M-7-2016-1 \$163,127.09
- b. LIBAP72016 \$ 20,383.49
- c. AP-8-2016-1 \$670,334.48

Purchase requisitions

Motion by Vermeulen/Johnson to approve the purchase requisition for Department of Public Works for the purchase of costs associated with the installation of street lighting along CTH NN from We Energies in the amount of \$163,845.20 carried.

Motion by Vermeulen/Johnson to approve the purchase requisition for the Fire Department for the purchase of an ambulance from Foster Coach in the amount of \$179,344 carried.

2016 Budget amendment

Motion by Vermeulen/Decker to recommend the Village Board approve a 2016 budget amendment to the General Fund related to services rendered by Anderson Commercial Group for potential land acquisition carried.

Sale of equipment

Motion by Vermeulen/Decker to recommend the Village Board authorize Public Works Director to sell unused and retired equipment, in accordance with the list provided on August 1, 2016, through Wisconsin Surplus Action Services carried.

Monthly Treasury Report

The June 2016 monthly Treasury report is on file in the Clerk's Office.

Health and Recreation Committee

Special event permits

Motion by Werner/Johnson to recommend the Village Board approve the special event permit requested by St. James Catholic Parish for the event known as St. James Parish Festival to be held on August 26-28, 2016 at the property located at 830 CTH NN E carried.

Motion by Werner/Vermeulen to recommend the Village Board approve the special event permit requested by Mukwonago Area Chamber of Commerce for the event known as Mukwonago Fall Fest to be held on September 24, 2016 throughout the downtown Village area carried.

Inspection of Phantom Glen Park

Received letter of compliance from the WiDNR regarding Phantom Glen Park which may help towards receiving any grants in the future.

Judicial Committee

Licenses

Motion made by Klemme/Johnson to deny the 2015-16 Operators License for Richard M. Brzenk for the following reasons:

1. Omitted Offenses on Application. During a background check, it was discovered that you were arrested/cited for offenses that were not listed on the application.
2. Habitual Offender (Sec. 125.04(5)(b) Wisc. Stats.). Some of the offenses were substantially related to drug and/or alcohol.
3. Felony Offender. (Sec. 125.04(5)(b) Wisc. Stats.)

The applicant will be offered a hearing to appeal the decision at the next Committee meeting. Motion carried.

Motion by Klemme/Decker to recommend the Village Board approve the change of agent for Wildflower Café LLC, 1015 CTH NN E, d/b/a Wildflower Café to Lourdes Gonzalez carried.

Naming of CTH NN and CTH NN E

Motion by Klemme/Penzkover to recommend the Village Board approve the naming of CTH NN, from the west Village limits to North Rochester Street (also known as STH 83) shall be named "West Veterans Way," and CTH NN East from North Rochester Street (also known as STH 83) to Fox Street (also known as CTH ES) shall be named "East Veterans Way" carried (Vermeulen voted no).

Personnel Committee

Department Head competency categories for performance evaluation matrix

Committee members were reminded to provide the Village Administrator with a list of their top 10 competencies. Item will be discussed at the next meeting.

Supervisor of Inspections Appointment

Motion by Decker/Johnson to recommend the Village Board clarify the appointment start date for the Supervisor of Inspections to be August 1, 2016 carried.

Protective Services Committee

Monthly Police Report

The June 2016 monthly Police report is on file in the Clerk's Office.

Public Works Committee

2016 Police Department Roofing Project

Motion by Penzkover/Decker to recommend the Village Board authorize the Police Chief to begin the bidding process for the 2016 Police Department Roofing Project carried.

The Glen of Mukwonago subdivision

Motion by Penzkover/Decker to recommend the Village Board authorize the Village Attorney to file claim against letter of credit for The Glen of Mukwonago subdivision carried.

CTH NN Reconstruction Project

Motion by Penzkover/Decker to recommend the Village Administrator authorize the CTH NN Reconstruction Project Change Order #1 in the amount of \$10,110 for the following reason: Existing manhole 1.1 was left about 10' low when installed. In order to connect to it per plan, 2- 4 foot sections and rings need to be added to bring it up to grade. Penzkover amended his motion to authorize the Village President to sign and execute the Change Order #1 carried.

Motion by Vermeulen/Decker to recommend the Village Board approve the request by We Energies to remove street lighting located on CTH NN E from Clarendon Ave. to CTH ES (Fox St.) carried.

Discussion on request for guidance regarding the Holz Parkway multi-use trail

Staff directed to bring back pricing options regarding the Holz Parkway multi-use trail at the next meeting.

Railroad Spur Feasibility Study

Item remains in Committee.

Correspondence from Waukesha County Dept. of Public Works regarding driveway at 1002 CTH NN E in relation to the CTH NN Reconstruction Project – Information only.

Item remains in Committee.

Mukwonago High School CTH NN Crosswalk Project

The Mukwonago School District is taking over the project. Information only. No action taken.

Bay View Road Railroad Crossing

State inspected and approved Bigger Arms and Crossing Signals to be installed in 2018 which will be funded by the state. Information only. No action taken.

Monthly Report

The June 2016 monthly Water and Sanitary Sewer Utilities, Public Works Department, and Engineering Department reports are on file in the Clerk's Office.

Adjournment

Meeting adjourned at 6:38 p.m.

Respectfully Submitted,

Judith A. Taubert
Deputy Clerk-Treasurer

Vouchers Payable Cover Sheet

Payments batch AP-8-2016-2A	\$16,668.59
Library Batch LIBAP8-2016	\$9,578.34
Payments batch M-8-2016-1	\$601,831.33
Payments batch M-8-2016-2	\$5,609.36
Payments batch AP-9-2016-1	\$563,658.50
Total for board approval:	\$1,197,346.12

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Payments

Current Period: August 2016

Batch Name	AP8-2016-2A	User Dollar Amt	\$16,668.59	
	Payments	Computer Dollar Amt	\$16,668.59	
			\$0.00	In Balance
Refer	76399 GENESIS EXCAVATORS, INC. -			
Cash Payment	G 610-000108 CIP-Utility Mains Projects	CTH NN WATER MAIN RELAY		\$15,335.10
Invoice 3	8/5/2016		Project W00004	
Cash Payment	G 620-000108 CIP-Utility Mains Projects	CTH NN WATER MAIN RELAY		\$333.37
Invoice 3	8/5/2016		Project W00004	
Cash Payment	E 480-5700-5850 Multi-Use Trail	CTH NN WATER MAIN RELAY		\$1,000.12
Invoice 3	8/5/2016		Project W00004	
Transaction Date	8/18/2016	Citizens	111000	Total \$16,668.59

Fund Summary

	111000 Citizens
480 CAPITAL IMPROVEMENT FUND	\$1,000.12
610 WATER UTILITY FUND	\$15,335.10
620 SEWER UTILITY FUND	\$333.37
	<u>\$16,668.59</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$16,668.59
Total	<u>\$16,668.59</u>

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Payments

Current Period: August 2016

Batch Name	LIBAP8-2016	User Dollar Amt	\$9,578.34		
Payments		Computer Dollar Amt	\$9,578.34		
				\$0.00	In Balance
Refer	76400	AMY MUELLER	-		
Cash Payment	E 440-5890-5806	Donated Fund Expenditu	PROGRAM		\$250.00
Invoice	AUG 16	8/29/2016			
Transaction Date	8/19/2016	Citizens	111000	Total	\$250.00
Refer	76401	ASSOCIATED BANK	-		
Cash Payment	E 440-5511-5329	AV Material	AV MATERIALS		\$2,252.03
Invoice	AUG 16	8/31/2016			
Transaction Date	8/19/2016	Citizens	111000	Total	\$2,252.03
Refer	76402	BAKER & TAYLOR INC.	-		
Cash Payment	E 440-5511-5329	AV Material	AV MATERIALS		\$43.99
Invoice	7/21-8/11	8/11/2016			
Cash Payment	E 440-5511-5328	Books	BOOKS		\$3,259.33
Invoice	7/21-8/11	8/11/2016			
Transaction Date	8/19/2016	Citizens	111000	Total	\$3,303.32
Refer	76403	BRODART	-		
Cash Payment	E 440-5511-5328	Books	BOOKS		\$363.14
Invoice	B4596823	7/18/2016			
Cash Payment	E 440-5511-5328	Books	BOOKS		\$111.05
Invoice	B4602507	7/21/2016			
Cash Payment	E 440-5511-5328	Books	BOOKS		\$358.36
Invoice	B4623647	8/4/2016			
Transaction Date	8/19/2016	Citizens	111000	Total	\$832.55
Refer	76404	DEMCO	-		
Cash Payment	E 440-5511-5311	Supplies	SUPPLIES		\$113.44
Invoice	5929052	8/5/2016			
Transaction Date	8/19/2016	Citizens	111000	Total	\$113.44
Refer	76405	FINDAWAY WORLD	-		
Cash Payment	E 440-5511-5329	AV Material	AV MATERIALS		\$499.96
Invoice	191299	7/28/2016			
Transaction Date	8/19/2016	Citizens	111000	Total	\$499.96
Refer	76406	FRISCH LAURA	-		
Cash Payment	E 440-5511-5332	Mileage	REIMBURSE MILEAGE		\$39.15
Invoice	JULY 16	8/11/2016			
Transaction Date	8/19/2016	Citizens	111000	Total	\$39.15
Refer	76407	GALE	-		
Cash Payment	E 440-5511-5328	Books	BOOKS		\$27.99
Invoice	58481033	8/8/2016			
Cash Payment	E 440-5511-5328	Books	BOOKS		\$600.60
Invoice	58469676	8/5/2016			
Transaction Date	8/19/2016	Citizens	111000	Total	\$628.59
Refer	76408	JOSEPHSON MICHAEL	-		

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Payments

Current Period: August 2016

Cash Payment	E 440-5890-5806 Donated Fund Expenditu	LANDSCAPE WORK			\$195.00
Invoice 1002	8/11/2016				
Transaction Date	8/19/2016	Citizens	111000	Total	\$195.00
Refer	76409	LUCK, KATHY	-		
Cash Payment	E 440-5511-5331 Programming	PROGRAM			\$75.00
Invoice 90716	8/13/2016				
Transaction Date	8/19/2016	Citizens	111000	Total	\$75.00
Refer	76410	MATERIALS DISTRIBUTION SERVI	-		
Cash Payment	E 440-5511-5311 Supplies	SUPPLIES			\$170.07
Invoice 07/16MD24119	8/10/2016				
Transaction Date	8/19/2016	Citizens	111000	Total	\$170.07
Refer	76411	MIDWEST TAPE	-		
Cash Payment	E 440-5511-5329 AV Material	AV MATERIALS			\$9.99
Invoice 94171822	7/25/2016				
Cash Payment	E 440-5511-5329 AV Material	AV MATERIALS			\$109.97
Invoice 94174536	7/26/2016				
Cash Payment	E 440-5511-5329 AV Material	AV MATERIALS			-\$29.99
Invoice 94174881	7/25/2016				
Cash Payment	E 440-5511-5329 AV Material	AV MATERIALS			\$64.98
Invoice 94212574	8/8/2016				
Transaction Date	8/19/2016	Citizens	111000	Total	\$154.95
Refer	76412	OFFICE COPYING EQUIPMENT	-		
Cash Payment	E 440-5511-5310 Outside Services	COPY USAGE			\$275.32
Invoice C333202	7/25/2016				
Transaction Date	8/19/2016	Citizens	111000	Total	\$275.32
Refer	76413	QUILL CORPORATION	-		
Cash Payment	E 440-5511-5311 Supplies	SUPPLIES			\$65.80
Invoice 7942284	8/3/2016				
Cash Payment	E 440-5511-5311 Supplies	SUPPLIES			\$9.75
Invoice 7824828	7/29/2016				
Cash Payment	E 440-5511-5311 Supplies	SUPPLIES			\$53.59
Invoice 8066146	8/8/2016				
Transaction Date	8/19/2016	Citizens	111000	Total	\$129.14
Refer	76414	TBW BOOKS	-		
Cash Payment	E 440-5511-5328 Books	BOOKS			\$10.00
Invoice 11095	7/20/2016				
Transaction Date	8/19/2016	Citizens	111000	Total	\$10.00
Refer	76415	TRU-GRAIN	-		
Cash Payment	E 440-5890-5806 Donated Fund Expenditu	FINISH BOOK ENDS			\$120.00
Invoice 8/8	8/8/2016				
Transaction Date	8/19/2016	Citizens	111000	Total	\$120.00
Refer	76416	UNIQUE MANAGEMENT	-		
Cash Payment	E 440-5511-5310 Outside Services	PLACEMENTS			\$17.90
Invoice 432047	8/1/2016				
Transaction Date	8/19/2016	Citizens	111000	Total	\$17.90
Refer	76417	ZIGNEGO TERRY	-		

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Payments

Current Period: August 2016

Cash Payment	E 440-5511-5332 Mileage	REIMBURSE MILEAGE			\$511.92
Invoice	JULY 16	8/11/2016			
Transaction Date	8/19/2016	Citizens	111000	Total	\$511.92

Fund Summary

	111000 Citizens	
440 LIBRARY FUND	<u>\$9,578.34</u>	
	\$9,578.34	

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	<u>\$9,578.34</u>
Total	\$9,578.34

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Payments

Current Period: August 2016

Batch Name	M-8-2016-1	User Dollar Amt	\$601,831.33		
	Payments	Computer Dollar Amt	\$601,831.33		
				\$0.00	In Balance
Refer	76382 VANTAGEPOINT TRANSFER AGEN	Ck# 020581	8/12/2016		
Cash Payment	G 100-215250 Deferred Compensation	P/R ENDING 8/4/16			\$1,703.10
Invoice 8/4	8/12/2016				
Cash Payment	G 150-215250 Deferred Compensation	P/R ENDING 8/4/16			\$30.63
Invoice 8/4	8/12/2016				
Cash Payment	G 220-215250 Deferred Compensation	P/R ENDING 8/4/16			\$33.99
Invoice 8/4	8/12/2016				
Cash Payment	G 410-215250 Deferred Compensation	P/R ENDING 8/4/16			\$36.94
Invoice 8/4	8/12/2016				
Cash Payment	G 440-215250 Deferred Compensation	P/R ENDING 8/4/16			\$349.60
Invoice 8/4	8/12/2016				
Cash Payment	G 500-215250 Deferred Compensation	P/R ENDING 8/4/16			\$14.43
Invoice 8/4	8/12/2016				
Cash Payment	G 610-215250 Deferred Compensation	P/R ENDING 8/4/16			\$398.53
Invoice 8/4	8/12/2016				
Cash Payment	G 620-215250 Deferred Compensation	P/R ENDING 8/4/16			\$193.61
Invoice 8/4	8/12/2016				
Transaction Date	8/16/2016	Citizens	111000	Total	\$2,760.83
Refer	76383 VANTAGEPOINT TRANSFER AGEN	Ck# 020501	7/27/2016		
Cash Payment	G 100-215250 Deferred Compensation	P/R ENDING 7/22/16			\$1,665.04
Invoice 7/22	7/27/2016				
Cash Payment	G 150-215250 Deferred Compensation	P/R ENDING 7/22/16			\$35.95
Invoice 7/22	7/27/2016				
Cash Payment	G 220-215250 Deferred Compensation	P/R ENDING 7/22/16			\$33.99
Invoice 7/22	7/27/2016				
Cash Payment	G 410-215250 Deferred Compensation	P/R ENDING 7/22/16			\$36.94
Invoice 7/22	7/27/2016				
Cash Payment	G 440-215250 Deferred Compensation	P/R ENDING 7/22/16			\$349.60
Invoice 7/22	7/27/2016				
Cash Payment	G 500-215250 Deferred Compensation	P/R ENDING 7/22/16			\$16.08
Invoice 7/22	7/27/2016				
Cash Payment	G 610-215250 Deferred Compensation	P/R ENDING 7/22/16			\$375.51
Invoice 7/22	7/27/2016				
Cash Payment	G 620-215250 Deferred Compensation	P/R ENDING 7/22/16			\$225.07
Invoice 7/22	7/27/2016				
Transaction Date	8/16/2016	Citizens	111000	Total	\$2,738.18
Refer	76384 ORCHARD HILL ASSEMBLY OF GO	Ck# 020505	7/28/2016		
Cash Payment	E 340-5890-5806 Donated Fund Expenditu	NATIONAL NIGHT OUT BOUNCE HOUSES			\$300.00
Invoice NNO16	7/28/2016				
Transaction Date	8/16/2016	Citizens	111000	Total	\$300.00
Refer	76385 MARCELL BERNAL	Ck# 020507	7/28/2016		
Cash Payment	E 340-5890-5806 Donated Fund Expenditu	NATIONAL NIGHT OUT HENNA TATTOO ARTIST			\$150.00
Invoice NNO16	7/28/2016				
Transaction Date	8/16/2016	Citizens	111000	Total	\$150.00

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Payments

Current Period: August 2016

Refer	76386	JATZIRY GUZMAN BERZUNZA	Ck# 020508	7/28/2016			
Cash Payment	E 340-5890-5806	Donated Fund Expenditu	NATIONAL NIGHT OUT	FACE APINTERS		\$500.00	
Invoice	NNO16	7/28/2016					
Transaction Date	8/16/2016	Citizens	111000	Total		\$500.00	
Refer	76387	VILLAGE OF MUKWONAGO	Ck# 020568	8/5/2016			
Cash Payment	E 100-5142-5399	Other	PROP TAX MUKV	2009965002		\$1,103.31	
Invoice	2016/200996500	8/5/2016					
Transaction Date	8/16/2016	Citizens	111000	Total		\$1,103.31	
Refer	76388	WE ENERGIES MLWAUKEE	Ck# 020569	8/5/2016			
Cash Payment	E 100-5160-5222	Electric	915 MAIN ST	SERV FEE		\$16.95	
Invoice	377-7/21A	8/5/2016					
Transaction Date	8/16/2016	Citizens	111000	Total		\$16.95	
Refer	76389	TOWN OF WAUKESHA	Ck# 020570	8/5/2016			
Cash Payment	E 100-5144-5311	Supplies	I VOTED	STICKERS		\$38.40	
Invoice	ELEC 8/16	8/5/2016					
Transaction Date	8/16/2016	Citizens	111000	Total		\$38.40	
Refer	76390	WE ENERGIES MLWAUKEE	Ck# 020571	8/5/2016			
Cash Payment	E 480-5700-5863	NN Trail & Crosswalk	LIGHTING	CTH NN		\$163,845.20	
Invoice	3901090A	8/5/2016					
Transaction Date	8/16/2016	Citizens	111000	Total		\$163,845.20	
Refer	76391	CITY OF ELKHORN MUNICIPAL CR	Ck# 020572	8/8/2016			
Cash Payment	G 100-233200	Court Partial Payments	NATHAN DANES	2180DJ8VQ		\$232.00	
Invoice	2180DJ8VQ	8/8/2016					
Transaction Date	8/16/2016	Citizens	111000	Total		\$232.00	
Refer	76392	WAUKESHA COUNTY SHERIFF	Ck# 020573	8/8/2016			
Cash Payment	G 100-233200	Court Partial Payments	ANDREW SCOTT	C4859141		\$272.20	
Invoice	C4859141	8/8/2016					
Transaction Date	8/16/2016	Citizens	111000	Total		\$272.20	
Refer	76393	WAUKESHA COUNTY SHERIFF	Ck# 020574	8/8/2016			
Cash Payment	G 100-233200	Court Partial Payments	RONALD BURGHAUS	15CM2234		\$260.00	
Invoice	15CM2234	8/8/2016					
Transaction Date	8/16/2016	Citizens	111000	Total		\$260.00	
Refer	76394	SKYDIVE MILWAUKEE	Ck# 020582	8/15/2016			
Cash Payment	E 340-5890-5806	Donated Fund Expenditu	NATIONAL NIGHT OUT	SKYDIVERS		\$255.00	
Invoice	NNO 16	8/15/2016					
Transaction Date	8/16/2016	Citizens	111000	Total		\$255.00	
Refer	76395	MUKWONAGO POLICE DEPT	Ck# 020583	8/15/2016			
Cash Payment	G 100-233200	Court Partial Payments	DIXIE GRIMSLED	N1019337		\$366.00	
Invoice	N1019337	8/15/2016			Project 366		
Transaction Date	8/16/2016	Citizens	111000	Total		\$366.00	
Refer	76396	MUKWONAGO POLICE DEPT	Ck# 020584	8/15/2016			
Cash Payment	G 100-233200	Court Partial Payments	JEFFREY LEGGETT	N1374538/W100199		\$588.20	
Invoice	N1374538	8/15/2016					
Transaction Date	8/16/2016	Citizens	111000	Total		\$588.20	
Refer	76397	WALWORTH CTY TREASURER	Ck# 020585	8/15/2016			

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Cash Payment	G 720-121000 Tax Receivable - Current	SCHOOL CREDIT - WALWORTH	\$23,967.50
Invoice	TAX8/16 8/15/2016		
Cash Payment	G 720-121000 Tax Receivable - Current	FIRST DOLLAR CREDIT - WALWORTH	\$3,345.68
Invoice	TAX8/16 8/15/2016		
Transaction Date	8/16/2016	Citizens 111000	Total \$27,313.18
Refer	76418 MINNESOTA LIFE INSURANCE	Ck# 020643 8/19/2016	
Cash Payment	G 100-215300 Insurance Payable	SEPTEMBER PREMIUM	\$1,106.55
Invoice	SEPT 16 8/19/2016		
Cash Payment	G 150-215300 Insurance Payable	SEPTEMBER PREMIUM	\$100.33
Invoice	SEPT 16 8/19/2016		
Cash Payment	G 220-215300 Insurance Payable	SEPTEMBER PREMIUM	\$10.18
Invoice	SEPT 16 8/19/2016		
Cash Payment	G 410-215300 Insurance Payable	SEPTEMBER PREMIUM	\$11.74
Invoice	SEPT 16 8/19/2016		
Cash Payment	G 440-215300 Insurance Payable	SEPTEMBER PREMIUM	\$84.06
Invoice	SEPT 16 8/19/2016		
Cash Payment	G 500-215300 Insurance Payable	SEPTEMBER PREMIUM	\$6.00
Invoice	SEPT 16 8/19/2016		
Cash Payment	G 610-215300 Insurance Payable	SEPTEMBER PREMIUM	\$73.79
Invoice	SEPT 16 8/19/2016		
Cash Payment	R 500-4430-4446 Erosion Control Fee	Gateway Stm Wtr-Service Charge	\$54.16
Invoice	SEPT 16 8/19/2016		
Transaction Date	8/25/2016	Citizens 111000	Total \$1,446.81
Refer	76419 TOWN OF EAST TROY	Ck# 020663 8/22/2016	
Cash Payment	G 100-233200 Court Partial Payments	JUSTIN WEBB GX800C3B2B	\$691.00
Invoice	GX800C3B2B 8/22/2016		
Transaction Date	8/25/2016	Citizens 111000	Total \$691.00
Refer	76420 WAUKESHA CTY CIRCUIT COURT	Ck# 020665 8/22/2016	
Cash Payment	G 100-233100 Court Trust Money	THOMAS C ABOLINS	\$1,020.00
Invoice	ABOLINS 16 8/22/2016		
Transaction Date	8/25/2016	Citizens 111000	Total \$1,020.00
Refer	76421 MUKWONAGO POLICE DEPT	Ck# 020666 8/22/2016	
Cash Payment	G 100-233200 Court Partial Payments	VANESSA OCHS N1385679	\$376.00
Invoice	N1385679 8/22/2016		
Transaction Date	8/25/2016	Citizens 111000	Total \$376.00
Refer	76422 RHEINGANS ERICA	Ck# 020667 8/22/2016	
Cash Payment	G 100-233200 Court Partial Payments	ERICA RHEINGANS W061722	\$26.20
Invoice	W061722 8/22/2016		
Transaction Date	8/25/2016	Citizens 111000	Total \$26.20
Refer	76423 MUKWONAGO POLICE DEPT	Ck# 020668 8/22/2016	
Cash Payment	G 100-233200 Court Partial Payments	ERICA RHEINGANS W061722	\$98.80
Invoice	W061722 8/22/2016		
Transaction Date	8/25/2016	Citizens 111000	Total \$98.80
Refer	76424 AFLAC	Ck# 020669 8/26/2016	
Cash Payment	G 100-215300 Insurance Payable	AUGUST 2016 PAYMENT	\$304.57
Invoice	578497 8/26/2016		

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Cash Payment	G 150-215300 Insurance Payable	AUGUST 2016 PAYMENT		\$203.07
Invoice	578497 8/26/2016			
Cash Payment	G 220-215300 Insurance Payable	AUGUST 2016 PAYMENT		\$0.64
Invoice	578497 8/26/2016			
Cash Payment	G 410-215300 Insurance Payable	AUGUST 2016 PAYMENT		\$2.38
Invoice	578497 8/26/2016			
Cash Payment	G 610-215300 Insurance Payable	AUGUST 2016 PAYMENT		\$130.89
Invoice	578497 8/26/2016			
Cash Payment	G 620-215300 Insurance Payable	AUGUST 2016 PAYMENT		\$63.76
Invoice	578497 8/26/2016			
Transaction Date	8/25/2016	Citizens	111000	Total \$705.31
Refer	76425 VANTAGEPOINT TRANSFER AGEN	Ck# 020670	8/26/2016	
Cash Payment	G 100-215250 Deferred Compensation	P/R ENDING 8/19/16		\$1,678.10
Invoice	8/19 8/26/2016			
Cash Payment	G 150-215250 Deferred Compensation	P/R ENDING 8/19/16		\$30.63
Invoice	8/19 8/26/2016			
Cash Payment	G 220-215250 Deferred Compensation	P/R ENDING 8/19/16		\$33.99
Invoice	8/19 8/26/2016			
Cash Payment	G 410-215250 Deferred Compensation	P/R ENDING 8/19/16		\$36.94
Invoice	8/19 8/26/2016			
Cash Payment	G 440-215250 Deferred Compensation	P/R ENDING 8/19/16		\$349.60
Invoice	8/19 8/26/2016			
Cash Payment	G 500-215250 Deferred Compensation	P/R ENDING 8/19/16		\$14.43
Invoice	8/19 8/26/2016			
Cash Payment	G 610-215250 Deferred Compensation	P/R ENDING 8/19/16		\$374.69
Invoice	8/19 8/26/2016			
Cash Payment	G 620-215250 Deferred Compensation	P/R ENDING 8/19/16		\$229.96
Invoice	8/19 8/26/2016			
Transaction Date	8/25/2016	Citizens	111000	Total \$2,748.34
Refer	76426 MUKWONAGO PROFESSIONAL PO	Ck# 020671	8/26/2016	
Cash Payment	G 100-215500 Union Dues Payable	AUGUST 2016 DUES		\$462.00
Invoice	AUG 16 8/26/2016			
Transaction Date	8/25/2016	Citizens	111000	Total \$462.00
Refer	76427 MUKWONAGO PROFESSIONAL FI	Ck# 020672	8/26/2016	
Cash Payment	G 150-215500 Union Dues Payable	AUGUST 2016 DUES		\$270.00
Invoice	AUG 16 8/26/2016			
Transaction Date	8/25/2016	Citizens	111000	Total \$270.00
Refer	76428 VILLAGE OF MUKWONAGO MRA	Ck# 020673	8/26/2016	
Cash Payment	G 100-215350 Flexible Spending Contributi	AUGUST 2016		\$1,101.86
Invoice	AUG 16 8/26/2016			
Cash Payment	G 150-215350 Flexible Spending Contributi	AUGUST 2016		\$221.06
Invoice	AUG 16 8/26/2016			
Cash Payment	G 220-215350 Flexible Spending Contributi	AUGUST 2016		\$11.46
Invoice	AUG 16 8/26/2016			
Cash Payment	G 410-215350 Flexible Spending Contributi	AUGUST 2016		\$5.76
Invoice	AUG 16 8/26/2016			
Cash Payment	G 440-215350 Flexible Spending Contributi	AUGUST 2016		\$1.22
Invoice	AUG 16 8/26/2016			

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Cash Payment	G 500-215350 Flexible Spending Contributi	AUGUST 2016			\$3.24
Invoice	AUG 16	8/26/2016			
Cash Payment	G 610-215350 Flexible Spending Contributi	AUGUST 2016			\$46.83
Invoice	AUG 16	8/26/2016			
Cash Payment	G 620-215350 Flexible Spending Contributi	AUGUST 2016			\$13.17
Invoice	AUG 16	8/26/2016			
Transaction Date	8/25/2016	Citizens	111000	Total	\$1,404.60
Refer	76429	<u>SOUTH MILWAUKEE POLICE DEP</u>	Ck# 020674	8/24/2016	
Cash Payment	G 100-233200 Court Partial Payments	JOSEPH J HAGENKORD	8X8074SFDB		\$92.50
Invoice	8X8074SGDB	8/24/2016			
Transaction Date	8/25/2016	Citizens	111000	Total	\$92.50
Refer	76430	<u>HASLER MAILING SOLUTIONS</u>	Ck# 005990	7/28/2016	
Cash Payment	E 100-5142-5315 Postage	POSTAGE			\$1,000.00
Invoice	7/28	7/28/2016			
Transaction Date	8/26/2016	Citizens	111000	Total	\$1,000.00
Refer	76431	<u>GREAT WEST RETIREMENT SERV</u>	Ck# 005992	8/12/2016	
Cash Payment	G 100-215250 Deferred Compensation	P/ENDING 8/5/16			\$803.57
Invoice	8/5	8/12/2016			
Cash Payment	G 150-215250 Deferred Compensation	P/ENDING 8/5/16			\$86.21
Invoice	8/5	8/12/2016			
Cash Payment	G 610-215250 Deferred Compensation	P/ENDING 8/5/16			\$100.61
Invoice	8/5	8/12/2016			
Cash Payment	G 620-215250 Deferred Compensation	P/ENDING 8/5/16			\$100.61
Invoice	8/5	8/12/2016			
Transaction Date	8/26/2016	Citizens	111000	Total	\$1,091.00
Refer	76432	<u>WAUKESHA CTY TREASURER</u>	Ck# 005993	8/12/2016	
Cash Payment	G 720-243100 Waukesha County Tax	CTY AUGUST TAX SETTLEMENT			\$208,928.62
Invoice	8/12	8/12/2016			
Cash Payment	G 720-242200 State Taxes	STATE AUGUST TAX SETTLEMENT			\$18,342.17
Invoice	8/12	8/12/2016			
Transaction Date	8/26/2016	Citizens	111000	Total	\$227,270.79
Refer	76433	<u>EMPLOYEE TRUST FUNDS</u>	Ck# 005994	8/12/2016	
Cash Payment	G 100-215300 Insurance Payable	SEPTEMBER HEALTH			\$45,743.09
Invoice	SEPT 16	8/12/2016			
Cash Payment	G 150-215300 Insurance Payable	SEPTEMBER HEALTH			\$6,891.70
Invoice	SEPT 16	8/12/2016			
Cash Payment	G 220-215300 Insurance Payable	SEPTEMBER HEALTH			\$301.86
Invoice	SEPT 16	8/12/2016			
Cash Payment	G 410-215300 Insurance Payable	SEPTEMBER HEALTH			\$363.04
Invoice	SEPT 16	8/12/2016			
Cash Payment	G 440-215300 Insurance Payable	SEPTEMBER HEALTH			\$4,482.78
Invoice	SEPT 16	8/12/2016			
Cash Payment	G 500-215300 Insurance Payable	SEPTEMBER HEALTH			\$138.52
Invoice	SEPT 16	8/12/2016			
Cash Payment	G 610-215300 Insurance Payable	SEPTEMBER HEALTH			\$2,307.68
Invoice	SEPT 16	8/12/2016			
Cash Payment	G 620-215300 Insurance Payable	SEPTEMBER HEALTH			\$1,509.73
Invoice	SEPT 16	8/12/2016			

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Transaction Date	8/26/2016	Citizens	111000	Total	\$61,738.40
Refer	76434 WE ENERGIES MLWAUKEE	Ck# 005995	8/28/2016		
Cash Payment	E 100-5160-5222 Electric	HALL		\$1,288.48	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5211-5222 Electric	FLASHERS		\$9.96	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5211-5222 Electric	PD		\$1,537.78	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5211-5222 Electric	POLICE GARAGE		\$64.96	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5254-5222 Electric	MUK DAM		\$22.52	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5323-5222 Electric	DPW ELECT		\$331.87	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5323-5224 Gas	DPW GAS		\$25.50	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5342-5222 Electric	STREET LIGHTS		\$10,976.63	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5342-5222 Electric	STREET LIGHTS		\$94.75	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5342-5222 Electric	SCH CROSS LIGHTS		\$16.25	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5512-5222 Electric	MUSEUM		\$473.38	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5521-5222 Electric	ANDREWS ST		\$104.57	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5521-5222 Electric	FIELD PARK		\$119.98	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5521-5222 Electric	FIELD PARK BASEBALL LIGHTS		\$146.86	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5521-5222 Electric	PARKS		\$51.35	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5521-5222 Electric	CONCESSION BLDG		\$321.67	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5521-5222 Electric	PARKS		\$25.76	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5521-5222 Electric	FIELD PARK SUMP PUMP		\$18.98	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5521-5222 Electric	PARKS		\$129.16	
Invoice AUG 16	8/28/2016				
Cash Payment	E 100-5521-5222 Electric	MINIWAUKEN PARK		\$57.88	
Invoice AUG 16	8/28/2016				
Cash Payment	E 150-5221-5222 Electric	FIRE DP		\$981.06	
Invoice AUG 16	8/28/2016				
Cash Payment	E 440-5511-5222 Electric	LIBRARY ELECT		\$3,791.38	
Invoice AUG 16	8/28/2016				
Cash Payment	E 440-5511-5224 Gas	LIBRARY GAS		\$138.42	
Invoice AUG 16	8/28/2016				
Cash Payment	E 610-6200-6622 Fuel or Power Purchase	WELL #3ELECT		\$2,093.11	
Invoice AUG 16	8/28/2016				

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Cash Payment	E 610-6200-6622 Fuel or Power Purchase	WELL #3 GAS		\$9.90
Invoice AUG 16	8/28/2016			
Cash Payment	E 610-6200-6622 Fuel or Power Purchase	WELL #4 ELECT		\$1,440.07
Invoice AUG 16	8/28/2016			
Cash Payment	E 610-6200-6622 Fuel or Power Purchase	WELL #4 GAS		\$15.03
Invoice AUG 16	8/28/2016			
Cash Payment	E 610-6200-6622 Fuel or Power Purchase	WELL #5		\$1,407.66
Invoice AUG 16	8/28/2016			
Cash Payment	E 610-6200-6622 Fuel or Power Purchase	WELL #6		\$841.14
Invoice AUG 16	8/28/2016			
Cash Payment	E 610-6200-6622 Fuel or Power Purchase	WELL #7		\$817.90
Invoice AUG 16	8/28/2016			
Cash Payment	E 610-6200-6622 Fuel or Power Purchase	GREENWALD		\$24.01
Invoice AUG 16	8/28/2016			
Cash Payment	E 610-6200-6622 Fuel or Power Purchase	TOWER		\$32.54
Invoice AUG 16	8/28/2016			
Cash Payment	E 620-8020-8210 Pumping Power & Fuel	ATKINSON PUMP		\$392.54
Invoice AUG 16	8/28/2016			
Cash Payment	E 620-8020-8210 Pumping Power & Fuel	FOX RIVER VIEW		\$86.93
Invoice AUG 16	8/28/2016			
Cash Payment	E 620-8020-8210 Pumping Power & Fuel	1224 RIVERTON		\$59.79
Invoice AUG 16	8/28/2016			
Cash Payment	E 620-8020-8210 Pumping Power & Fuel	1240 N ROCHESTER		\$78.01
Invoice AUG 16	8/28/2016			
Cash Payment	E 620-8010-8211 WWTP Electric Power	HOLZ ELECT		\$5,902.26
Invoice AUG 16	8/28/2016			
Cash Payment	E 620-8010-8212 Nat Gas/Admin Bldg/Hea	HOLZ GAS		\$9.90
Invoice AUG 16	8/28/2016			
Cash Payment	E 620-8010-8212 Nat Gas/Admin Bldg/Hea	DIGESTER		\$9.90
Invoice AUG 16	8/28/2016			
Transaction Date	8/26/2016	Citizens	111000	Total \$33,949.84
Refer	76435 PAYROLLDATA.COM	Ck# 005996	8/26/2016	
Cash Payment	E 100-5142-5399 Other	AUGUST 16 ADMIN FEES		\$196.96
Invoice AUG 16	8/26/2016			
Cash Payment	E 150-5221-5219 Professional Services	AUGUST 16 ADMIN FEES		\$196.96
Invoice AUG 16	8/26/2016			
Cash Payment	E 440-5511-5399 Other	AUGUST 16 ADMIN FEES		\$196.96
Invoice AUG 16	8/26/2016			
Cash Payment	E 610-6920-6930 Misc General Expenses	AUGUST 16 ADMIN FEES		\$196.96
Invoice AUG 16	8/26/2016			
Cash Payment	E 620-8400-8560 Misc General Expense	AUGUST 16 ADMIN FEES		\$196.96
Invoice AUG 16	8/26/2016			
Transaction Date	8/26/2016	Citizens	111000	Total \$984.80
Refer	76436 GREAT WEST RETIREMENT SERV	Ck# 005997	8/26/2016	
Cash Payment	G 100-215250 Deferred Compensation	P/R ENDING 8/19/2016		\$803.48
Invoice 8/19	8/26/2016			
Cash Payment	G 150-215250 Deferred Compensation	P/R ENDING 8/19/2016		\$86.26
Invoice 8/19	8/26/2016			

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Cash Payment	G 610-215250 Deferred Compensation	P/R ENDING 8/19/2016	\$100.63
Invoice	8/19 8/26/2016		
Cash Payment	G 620-215250 Deferred Compensation	P/R ENDING 8/19/2016	\$100.63
Invoice	8/19 8/26/2016		
Transaction Date	8/26/2016	Citizens 111000	Total \$1,091.00
Refer	76437 <i>WI RETIREMENT SYSTEM</i>	Ck# 005998 8/26/2016	
Cash Payment	G 100-215200 Retirement	JULY PAYMENT	\$34,165.56
Invoice	JULY 2016 8/26/2016		
Cash Payment	G 150-215200 Retirement	JULY PAYMENT	\$9,641.51
Invoice	JULY 2016 8/26/2016		
Cash Payment	G 220-215200 Retirement	JULY PAYMENT	\$475.02
Invoice	JULY 2016 8/26/2016		
Cash Payment	G 410-215200 Retirement	JULY PAYMENT	\$347.58
Invoice	JULY 2016 8/26/2016		
Cash Payment	G 440-215200 Retirement	JULY PAYMENT	\$6,319.72
Invoice	JULY 2016 8/26/2016		
Cash Payment	G 500-215200 Retirement	JULY PAYMENT	\$109.18
Invoice	JULY 2016 8/26/2016		
Cash Payment	G 610-215200 Retirement	JULY PAYMENT	\$3,515.50
Invoice	JULY 2016 8/26/2016		
Cash Payment	G 620-215200 Retirement	JULY PAYMENT	\$2,358.16
Invoice	JULY 2016 8/26/2016		
Cash Payment	G 100-215200 Retirement	JULY PAYMENT	\$0.07
Invoice	JULY 2016 8/26/2016		
Transaction Date	8/26/2016	Citizens 111000	Total \$56,932.30
Refer	76438 <i>JP MORGAN CHASE</i>	Ck# 005999 8/28/2016	
Cash Payment	E 100-5215-5335 Training & Travel	KALAHARI-STREIT HOTEL - #5772	\$144.81
Invoice	AUG 16 8/28/2016		
Cash Payment	E 100-5141-5398 Employee Recognition	ELEGANT FARMER-RETIREMENT PARTY - #9283	\$155.05
Invoice	AUG 16 8/28/2016		
Cash Payment	E 100-5144-5311 Supplies	PICKNSAVE-ELECTION SUPP-#9283	\$29.50
Invoice	AUG 16 8/28/2016		
Cash Payment	E 100-5220-5394 Bldg Repairs & Maintena	MENARDS - DUEL RECPT-#9356	\$13.34
Invoice	AUG 16 8/28/2016		
Cash Payment	E 100-5160-5821 Improvements	MENARDS-ORANGE PEEL SPRAY-#9356	\$13.34
Invoice	AUG 16 8/28/2016		
Cash Payment	E 100-5323-5311 Supplies	HABITAT-FILE CABINET-#9356	\$52.55
Invoice	AUG 16 8/28/2016		
Cash Payment	E 100-5241-5311 Supplies	HOME DEPOT-BATTERIES-#9398	\$12.47
Invoice	AUG 16 8/28/2016		
Cash Payment	E 100-5160-5821 Improvements	HOME DEPOT-REMODEL-#9398	\$5.74
Invoice	AUG 16 8/28/2016		
Cash Payment	E 100-5213-5311 Supplies	AMAZON-DVD EXTERNAL DRIVE-#9430	\$32.44
Invoice	AUG 16 8/28/2016		
Cash Payment	E 100-5141-5398 Employee Recognition	PICKNSAVE-RETIREMENT PARTY - #3311	\$391.61
Invoice	AUG 16 8/28/2016		
Cash Payment	E 100-5141-5311 Supplies	VARIOUS-BOOKS/BEVERAGES/REFRESHMENTS#3311	\$239.41
Invoice	AUG 16 8/28/2016		

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Cash Payment	E 100-5141-5335 Training & Travel	VARIOUS-REGISTRATION/MEAL#3311	\$51.26
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5144-5332 Mileage	VARIOUS-GAS-#8848	\$82.35
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5144-5335 Training & Travel	BUBBAS-MEAL-#8848	\$8.49
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5144-5311 Supplies	WALMART-SUPPLIES-#8848	\$24.78
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5141-5311 Supplies	AMAZON-DRY ERASE SUPP#8848	\$70.98
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5142-5311 Supplies	AMAZON-SIGN HERE FLAGS-#8848	\$4.00
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5142-5315 Postage	AMAZON POSTAGE INK#8848	\$11.20
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5142-5219 Professional Services	MICROSOFT-SOFTWARE-#8848	\$13.99
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5141-5225 Telephone	GMAIL- #8848	\$24.99
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5241-5225 Telephone	GMAIL- #8848	\$10.71
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5142-5225 Telephone	GMAIL- #8848	\$14.28
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5323-5225 Telephone	GMAIL- #8848	\$7.14
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5111-5399 Other	GMAIL- #8848	\$24.99
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5632-5399 Other	GMAIL- #8848	\$3.57
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5212-5219 Professional Services	SEAWAY PRINTING-GB CARDS-#1646	\$402.00
Invoice AUG 16	8/28/2016		
Cash Payment	E 100-5211-5335 Training & Travel	VARIOUS-GAS/HOTEL-#1646	\$291.14
Invoice AUG 16	8/28/2016		
Cash Payment	E 150-5222-5311 Supplies	HMOE DEPOT-OUTLET TESTER-#8764	\$14.94
Invoice AUG 16	8/28/2016		
Cash Payment	E 150-5221-5219 Professional Services	ACTIVE911-SUBSCRIPTION-#8764	\$293.75
Invoice AUG 16	8/28/2016		
Cash Payment	E 150-5232-5311 Supplies	AMAZON-SUPPLIES-#2334	\$44.34
Invoice AUG 16	8/28/2016		
Cash Payment	E 150-5222-5311 Supplies	PRIMO PUMPS-PARTS-#2334	\$81.70
Invoice AUG 16	8/28/2016		
Cash Payment	E 150-5223-5311 Supplies	PICKNSAVE-RETIREMENT PARTY-#2334	\$25.36
Invoice AUG 16	8/28/2016		
Cash Payment	E 150-5222-5395 Repairs & Maintenance	REALWHEELS-TIRE PRESSURE MONITORS- #2334	\$113.74
Invoice AUG 16	8/28/2016		
Cash Payment	E 150-5221-5311 Supplies	WALMART-SUPPLIES-#2334	\$11.92
Invoice AUG 16	8/28/2016		
Cash Payment	E 150-5221-5395 Repairs & Maintenance	SANACARE-SERVICE-#8764	\$152.08
Invoice AUG 16	8/28/2016		

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Current Period: August 2016

Cash Payment	E 150-5221-5311 Supplies	AMZAON-POSTAGE INK-#8848	\$10.39
Invoice AUG 16	8/28/2016		
Cash Payment	E 150-5221-5219 Professional Services	MICROSOFT-SOFTWARE-#8848	\$13.00
Invoice AUG 16	8/28/2016		
Cash Payment	E 150-5231-5395 Repairs & Maintenance	INTEGRIS-SUPPLIES-#0931	\$539.80
Invoice AUG 16	8/28/2016		
Cash Payment	E 150-5222-5395 Repairs & Maintenance	HOME DEPOT-ELECTRIC SUPP -#0931	\$18.94
Invoice AUG 16	8/28/2016		
Cash Payment	E 150-5231-5311 Supplies	VARIOUS-BLADES/CABLE-#0931	\$209.55
Invoice AUG 16	8/28/2016		
Cash Payment	E 220-5140-5219 Professional Services	MICROSOFT-SOFTWARE-#8848	\$1.00
Invoice AUG 16	8/28/2016		
Cash Payment	E 220-5140-5324 Membership Dues	IEDC-MEMBERSHIP-#3311	\$364.50
Invoice AUG 16	8/28/2016		
Cash Payment	E 220-5140-5399 Other	IEDC-CONFERENCE-#3311	\$745.00
Invoice AUG 16	8/28/2016		
Cash Payment	E 220-5140-5315 Postage	AMAZON-POSTAGE INK#8848	\$0.80
Invoice AUG 16	8/28/2016		
Cash Payment	E 410-5140-5335 Training & Travel	VARIOUS-GAS-#8848	\$62.10
Invoice AUG 16	8/28/2016		
Cash Payment	E 410-5140-5315 Postage	AMAZON-POSTAGE INK-#8848	\$1.60
Invoice AUG 16	8/28/2016		
Cash Payment	E 410-5140-5219 Professional Services	MICROSOFT-SOFTWARE-#8848	\$2.00
Invoice AUG 16	8/28/2016		
Cash Payment	E 440-5511-5311 Supplies	APPROVED#1900	\$149.26
Invoice AUG 16	8/28/2016		
Cash Payment	E 440-5511-5315 Postage	APPROVED#1900	\$47.00
Invoice AUG 16	8/28/2016		
Cash Payment	E 440-5511-5328 Books	APPROVED#1900	\$17.16
Invoice AUG 16	8/28/2016		
Cash Payment	E 440-5511-5335 Training & Travel	APPROVED#1900	\$300.00
Invoice AUG 16	8/28/2016		
Cash Payment	E 440-5511-5340 Digital Materials	APPROVED#1900	\$113.05
Invoice AUG 16	8/28/2016		
Cash Payment	E 440-5511-5811 Equipment (non-Capitaliz	APPROVED#1900	\$74.85
Invoice AUG 16	8/28/2016		
Cash Payment	E 440-5890-5806 Donated Fund Expenditu	APPROVED#1900	\$114.19
Invoice AUG 16	8/28/2016		
Cash Payment	E 440-5511-5315 Postage	AMAZON-POSTAGE INK-#8848	\$4.00
Invoice AUG 16	8/28/2016		
Cash Payment	E 440-5511-5310 Outside Services	MICROSOFT-SOFTWARE-#8848	\$5.00
Invoice AUG 16	8/28/2016		
Cash Payment	E 500-5140-5219 Professional Services	MICROSOFT-SOFTWARE-#8848	\$1.00
Invoice AUG 16	8/28/2016		
Cash Payment	E 500-5140-5315 Postage	AMAZON-POSTAGE INK-#8848	\$0.80
Invoice AUG 16	8/28/2016		
Cash Payment	E 610-6920-6923 Outside Services Employ	MICROSOFT-SOFTWARE-#8848	\$33.00
Invoice AUG 16	8/28/2016		
Cash Payment	E 610-6920-6903 Supplies & Expense	MUK YAMAHA-PARTS-#6855	\$74.74
Invoice AUG 16	8/28/2016		

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Current Period: August 2016

Cash Payment	E 610-6454-6654 Maintenance-Hydrants	MENARDS-BLASTING PICK-#6855		\$374.50
Invoice AUG 16	8/28/2016			
Cash Payment	E 610-6920-6923 Outside Services Employ	TRAINING-ZAREMBA/CASTLE-#6855		\$549.00
Invoice AUG 16	8/28/2016			
Cash Payment	E 610-6454-6654 Maintenance-Hydrants	STEINKELLNER-OUTLET VALVE KIT-#9513		\$39.09
Invoice AUG 16	8/28/2016			
Cash Payment	E 610-6920-6930 Misc General Expenses	AMAZON-POSTAGE INK-#8848		\$26.38
Invoice AUG 16	8/28/2016			
Cash Payment	E 610-6920-6921 Office Supplies & Expen	GMAIL-#8848		\$7.16
Invoice AUG 16	8/28/2016			
Cash Payment	E 620-8400-8541 Educational/Training Exp	TRAINING-ZAREMBA/CASTLE-#6855		\$549.00
Invoice AUG 16	8/28/2016			
Cash Payment	E 620-8400-8560 Misc General Expense	AMAZON-POSTAGE INK-#8848		\$24.78
Invoice AUG 16	8/28/2016			
Cash Payment	E 620-8400-8560 Misc General Expense	MICROSOFT-SOFTWARE-#8848		\$31.00
Invoice AUG 16	8/28/2016			
Cash Payment	E 620-8400-8510 Office Supplies & Expen	GMAIL-#8848		\$7.16
Invoice AUG 16	8/28/2016			
Transaction Date	8/26/2016	Citizens	111000	Total \$7,384.76
Refer	76439 VILLAGE OF MUKWONAGO	Ck# 020675	8/26/2016	
Cash Payment	G 620-142000 Utility Customer Accounts	UB CREDIT 02-1405 TO 02-0160		\$31.30
Invoice 02-1405	8/26/2016			
Transaction Date	8/26/2016	Citizens	111000	Total \$31.30
Refer	76500 TASC	Ck# 006000	8/25/2016	
Cash Payment	E 620-8400-8560 Misc General Expense	SEPT 16 FLEX		\$15.63
Invoice IN853598	8/25/2016			
Cash Payment	E 610-6920-6930 Misc General Expenses	SEPT 16 FLEX		\$15.63
Invoice IN853598	8/25/2016			
Cash Payment	E 440-5511-5399 Other	SEPT 16 FLEX		\$20.84
Invoice IN853598	8/25/2016			
Cash Payment	E 150-5221-5399 Other	SEPT 16 FLEX		\$36.47
Invoice IN853598	8/25/2016			
Cash Payment	E 100-5241-5399 Other	SEPT 16 FLEX		\$15.63
Invoice IN853598	8/25/2016			
Cash Payment	E 100-5211-5399 Other	SEPT 16 FLEX		\$57.31
Invoice IN853598	8/25/2016			
Cash Payment	E 100-5212-5399 Other	SEPT 16 FLEX		\$46.89
Invoice IN853598	8/25/2016			
Cash Payment	E 100-5213-5311 Supplies	SEPT 16 FLEX		\$10.42
Invoice IN853598	8/25/2016			
Cash Payment	E 100-5142-5399 Other	SEPT 16 FLEX		\$26.05
Invoice IN853598	8/25/2016			
Cash Payment	E 100-5323-5311 Supplies	SEPT 16 FLEX		\$31.26
Invoice IN853598	8/25/2016			
Transaction Date	8/30/2016	Citizens	111000	Total \$276.13

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Current Period: August 2016

Fund Summary

	111000 Citizens
100 GENERAL FUND	\$114,057.49
150 FIRE/AMBULANCE FUND	\$20,341.35
220 TID#3 - GENERAL	\$2,012.43
340 VILLAGE DESIGNATED FUND	\$1,205.00
410 RECYCLING FUND	\$907.02
440 LIBRARY FUND	\$16,908.69
480 CAPITAL IMPROVEMENT FUND	\$163,845.20
500 STORM WATER UTILITY	\$357.84
610 WATER UTILITY FUND	\$15,422.48
620 SEWER UTILITY FUND	\$12,189.86
720 TAX ESCROW AGENCY FUND	\$254,583.97
	<hr/>
	\$601,831.33

Pre-Written Checks	\$601,831.33
Checks to be Generated by the Computer	\$0.00
Total	<hr/>
	\$601,831.33

*Reviewed 8-30-16
Dana Doherty*

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Payments

Current Period: August 2016

Batch Name	M-8-2016-2	User Dollar Amt	\$5,609.36	
	Payments	Computer Dollar Amt	\$5,609.36	
			\$0.00	In Balance
Refer	76530 HORN OIL	Ck# 020664	8/22/2016	
Cash Payment	E 100-5212-5351 Motor Fuel & Oil	FUEL		\$1,837.22
Invoice				
Cash Payment	E 100-5241-5351 Motor Fuel & Oil	FUEL		\$104.49
Invoice				
Cash Payment	E 100-5324-5351 Motor Fuel & Oil	FUEL		\$832.32
Invoice				
Cash Payment	E 150-5222-5351 Motor Fuel & Oil	FUEL		\$450.89
Invoice				
Cash Payment	E 150-5231-5351 Motor Fuel & Oil	FUEL		\$789.78
Invoice				
Cash Payment	E 410-5140-5311 Supplies	FUEL		\$400.00
Invoice				
Cash Payment	E 610-6920-6933 Transportation Expenses	FUEL		\$434.61
Invoice				
Cash Payment	E 620-8010-8280 Transportation Expense	FUEL		\$155.77
Invoice				
Cash Payment	E 100-5324-5351 Motor Fuel & Oil	NOZZLE		\$38.00
Invoice				
Cash Payment	E 620-8010-8270 Operation Supply/Expen	LP GAS		\$23.65
Invoice				
Cash Payment	E 620-8010-8330 Maint-Treatment/Dispos	OIL		\$79.95
Invoice				
Cash Payment	E 100-5324-5351 Motor Fuel & Oil	OFF ROAD DIESEL		\$462.68
Invoice				
Transaction Date	9/1/2016	Citizens	111000	Total \$5,609.36

Fund Summary

	111000 Citizens
100 GENERAL FUND	\$3,274.71
150 FIRE/AMBULANCE FUND	\$1,240.67
410 RECYCLING FUND	\$400.00
610 WATER UTILITY FUND	\$434.61
620 SEWER UTILITY FUND	\$259.37
	\$5,609.36

Pre-Written Checks	\$5,609.36
Checks to be Generated by the Computer	\$0.00
Total	\$5,609.36

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Payments

Current Period: September 2016

Batch Name	AP-9-2016-1	User Dollar Amt	\$563,658.50		
Payments		Computer Dollar Amt	\$563,658.50		
				\$0.00	In Balance
Refer	76440	ACKMAN REBECCA	-		
Cash Payment	E 340-5890-5806	Donated Fund Expenditu	REIMBURSE NATIONAL NIGHT OUT		\$37.02
Invoice	NNO16	8/29/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$37.02
Refer	76441	ADKINS CONSTRUCTION	-		
Cash Payment	G 610-134500	T&D Services	216 MCKENZIE RD REPAIR		\$3,629.56
Invoice	14439	8/15/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$3,629.56
Refer	76442	ADVANCED INTEGRATED TECHN	-		
Cash Payment	E 100-5512-5225	Telephone	LONG DISTANCE		\$0.82
Invoice	1005142-AUG 16	8/29/2016			
Cash Payment	E 610-6920-6921	Office Supplies & Expen	LONG DISTANCE		\$1.79
Invoice	1005142-AUG 16	8/29/2016			
Cash Payment	E 620-8400-8510	Office Supplies & Expen	LONG DISTANCE		\$1.78
Invoice	1005142-AUG 16	8/29/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$4.39
Refer	76443	AIRGAS NORTH CENTRAL	-		
Cash Payment	E 150-5231-5311	Supplies	OXYGEN		\$309.64
Invoice	9054556802	8/18/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$309.64
Refer	76444	AM TOWING	-		
Cash Payment	E 100-5212-5219	Professional Services	ABANDONED TOW		\$125.00
Invoice	30673	8/6/2016			
Cash Payment	E 100-5212-5219	Professional Services	IMPOUND		\$140.00
Invoice	30797	8/27/2016			
Cash Payment	E 100-5212-5219	Professional Services	IMPOUND		\$425.00
Invoice	30833	8/29/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$690.00
Refer	76445	AMERICAN TEST CENTER	-		
Cash Payment	E 150-5222-5395	Repairs & Maintenance	TESTED: TRUCK/LADDER/HEAT SENSORS		\$1,130.75
Invoice	2162118	8/15/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$1,130.75
Refer	76446	APPLIED CONCEPTS	-		
Cash Payment	E 100-5212-5395	Repairs & Maintenance	CABLES		\$152.20
Invoice	292954	8/9/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$152.20
Refer	76447	ARNOLDS ENVIRONMENTAL SER	-		
Cash Payment	E 100-5521-5311	Supplies	WASHINGTON PARK		\$74.00
Invoice	71726	8/12/2016			
Cash Payment	E 100-5521-5311	Supplies	HOLZ PARKWAY		\$74.00
Invoice	71727	8/12/2016			
Cash Payment	E 100-5521-5311	Supplies	HWY LO		\$74.00
Invoice	71728	8/12/2016			

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Current Period: September 2016

Cash Payment	E 100-5521-5311 Supplies	360 MCKENZIE DR			\$296.00
Invoice 70586	8/10/2016				
Cash Payment	E 100-5521-5311 Supplies	MINOR PARK EAST			\$148.00
Invoice 71725	8/12/2016				
Transaction Date	8/29/2016	Citizens	111000	Total	\$666.00
Refer	76448 ASSOCIATED APPRAISAL	-			
Cash Payment	E 100-5153-5219 Professional Services	CONTRACT SERVICE			\$1,362.27
Invoice 122151	8/15/2016				
Transaction Date	8/29/2016	Citizens	111000	Total	\$1,362.27
Refer	76449 BEDROCK SEWER & WATER	-			
Cash Payment	E 610-6452-6652 Maintenance-Services	214 S ROCHESTER ST WORK			\$2,953.00
Invoice 1013	8/21/2016				
Transaction Date	8/29/2016	Citizens	111000	Total	\$2,953.00
Refer	76450 BOUND TREE MEDICAL	-			
Cash Payment	E 150-5231-5311 Supplies	NITROMIST 400 SPRY			\$151.35
Invoice 82240568	8/16/2016				
Cash Payment	E 150-5231-5311 Supplies	LABETALOL/CANISTER DISPOSABLE			\$49.05
Invoice 82239236	8/15/2016				
Cash Payment	E 150-5231-5311 Supplies	SODIUM CHLORIDE/ENDO TUBE			\$203.92
Invoice 82253774	8/31/2016				
Transaction Date	8/29/2016	Citizens	111000	Total	\$404.32
Refer	76451 BROOKS TRACTOR	-			
Cash Payment	E 620-8010-8255 Dry Sludge Hauling	REPAIRS TO SOLD BOBCAT			\$3,019.26
Invoice 273851	7/26/2016				
Transaction Date	8/29/2016	Citizens	111000	Total	\$3,019.26
Refer	76452 BRUCE MUNICIPAL EQUIPMENT	-			
Cash Payment	E 430-5700-5712 DPW Capital Exp	BRINE EXTRERE PRO			\$38,650.00
Invoice E00021	8/17/2016				
Transaction Date	8/29/2016	Citizens	111000	Total	\$38,650.00
Refer	76453 CENTURY SPRINGS BOTTLING	-			
Cash Payment	E 620-8010-8260 Other Chemicals	BOTTLED WATER			\$137.00
Invoice 1983478	8/25/2016				
Transaction Date	8/29/2016	Citizens	111000	Total	\$137.00
Refer	76454 CLEAN MATS	-			
Cash Payment	E 100-5211-5394 Bldg Repairs & Maintena	JULY MATS			\$89.00
Invoice 39579	8/2/2016				
Cash Payment	E 100-5160-5219 Professional Services	JULY MATS			\$56.80
Invoice 39568	8/2/2016				
Transaction Date	8/29/2016	Citizens	111000	Total	\$145.80
Refer	76455 CRANDALL ALEX	-			
Cash Payment	E 150-5221-5335 Training & Travel	UNDERWATER CLASS			\$419.35
Invoice 30952	8/3/2016				
Transaction Date	8/29/2016	Citizens	111000	Total	\$419.35
Refer	76456 CTW CORPORATION	-			
Cash Payment	E 610-6300-6632 Operation Supply/Exp-Tr	WELL 7 PUMP REPAIR PARTS			\$144.61
Invoice 23794	7/31/2016				

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Current Period: September 2016

Transaction Date	8/29/2016	Citizens	111000	Total	\$144.61
Refer	76457 <i>DIGGERS HOTLINE</i>				-
Cash Payment	E 620-8400-8520 Outside Services Employ	CONTRACT SERVC			\$88.89
Invoice	160738301	7/31/2016			
Cash Payment	E 610-6920-6923 Outside Services Employ	CONTRACT SERVC			\$88.89
Invoice	160738301	7/31/2016			
Cash Payment	E 100-5344-5219 Professional Services	CONTRACT SERVC			\$88.88
Invoice	160738301	7/31/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$266.66
Refer	76458 <i>EMERGENCY MEDICAL PRODUCT</i>				-
Cash Payment	E 150-5231-5311 Supplies	PROPOFOL			\$10.20
Invoice	1845654	8/15/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$10.20
Refer	76459 <i>ENERGENECS, INC.</i>				-
Cash Payment	E 620-8010-8250 Sludge Conditioning Che	ENDPLATE			\$745.82
Invoice	32491-IN	8/11/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$745.82
Refer	76460 <i>ENTERPRISE SYSTEMS GROUP</i>				-
Cash Payment	E 100-5211-5395 Repairs & Maintenance	PD REPAIR			\$653.00
Invoice	73046	8/5/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$653.00
Refer	76461 <i>FAHRNER ASPHALT SEALERS</i>				-
Cash Payment	E 480-5700-5840 Street Pavement Mgmt	CRACKFILL/PATCH			\$78,738.72
Invoice	35796	8/26/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$78,738.72
Refer	76462 <i>FASTENAL COMPANY</i>				-
Cash Payment	E 620-8010-8270 Operation Supply/Expen	PIPING			\$14.08
Invoice	WIMUK61812	7/28/2016			
Cash Payment	E 100-5341-5395 Repairs & Maintenance	MARKING PAINT			\$59.28
Invoice	WIMUK61874	8/8/2016			
Cash Payment	E 100-5521-5311 Supplies	CARRIAGE BOLT			\$54.18
Invoice	WIMUK61874	8/8/2016			
Cash Payment	E 610-6452-6652 Maintenance-Services	CAUTIN BLU			\$88.92
Invoice	WIMUK62061	8/15/2016			
Cash Payment	E 620-8010-8270 Operation Supply/Expen	FLO GRN			\$88.92
Invoice	WIMUK62061	8/15/2016			
Cash Payment	E 610-6451-6641 Operation Supply/Exp-T	FLO PINK			\$45.90
Invoice	WIMUK62035	8/12/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$351.28
Refer	76463 <i>FOREMOST ELECTRIC</i>				-
Cash Payment	E 100-5160-5821 Improvements	VILLAGE HALL REMODEL			\$1,222.35
Invoice	1827	8/20/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$1,222.35
Refer	76464 <i>GATEWAY TECHNICAL COLLEGE</i>				-
Cash Payment	E 150-5232-5335 Training & Travel	MYSZEWSKI TRAINING			\$184.68
Invoice	21617	8/16/2016			

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Payments

Current Period: September 2016

Transaction Date	8/29/2016	Citizens	111000	Total	\$184.68
Refer	<u>76465 HAWKINS WATER TREATMENT</u>				-
Cash Payment	E 610-6300-6631 Chemicals		AZONE/CHLORINE/DLEARITAS		\$3,651.57
Invoice	3921591	7/21/2016			
Cash Payment	E 620-8010-8240 Phosphorous Removal C		FERRIC CHLORIDE		\$842.82
Invoice	3925473	7/28/2016			
Cash Payment	E 620-8010-8240 Phosphorous Removal C		FERRIC CHLORIDE		\$927.15
Invoice	3930180	8/4/2016			
Cash Payment	E 610-6300-6631 Chemicals		AZONE/CHLORINE/CLEARITAS/SODIUM SILICATE		\$3,254.85
Invoice	3934027	8/11/2016			
Cash Payment	E 620-8010-8240 Phosphorous Removal C		FERRIC CHLORIDE		\$774.46
Invoice	3937073	8/17/2016			
Cash Payment	E 620-8010-8240 Phosphorous Removal C		FERRIC CHLORIDE		\$882.18
Invoice	3933992	8/11/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$10,333.03
Refer	<u>76466 HOME DEPOT</u>				-
Cash Payment	E 610-6200-6623 Operation Supply/Exp-P		LAMP		\$14.97
Invoice	55085	8/25/2016			
Cash Payment	E 610-6920-6933 Transportation Expenses		PIPIN		\$85.38
Invoice	53171	8/22/2016			
Cash Payment	E 610-6310-6635 Maintenance-Water Trea		ROUNDUP		\$113.22
Invoice	74907	8/3/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$213.57
Refer	<u>76467 JEFFERSON FIRE & SAFETY</u>				-
Cash Payment	E 150-5222-5395 Repairs & Maintenance		NXG CYLINGER REPAIR		\$53.30
Invoice	229034	8/8/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$53.30
Refer	<u>76468 KARL JAMES & COMPANY LLC</u>				-
Cash Payment	E 100-5141-5219 Professional Services		COMP PLAN UPDATE		\$450.00
Invoice	2016034	6/6/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$450.00
Refer	<u>76469 KBS OUTDOOR EQUIPMENT</u>				-
Cash Payment	E 620-8010-8213 Emergency Generator-F		MNTHLY TEST		\$50.00
Invoice	3760	7/29/2016			
Transaction Date	8/29/2016	Citizens	111000	Total	\$50.00
Refer	<u>76470 L-R METER TESTING</u>				-
Cash Payment	E 620-8010-8330 Maint-Treatment/Dispos		BACKFLOW DEVICE TESTING		\$345.00
Invoice	4003	4/8/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$345.00
Refer	<u>76471 LARK UNIFORM, INC</u>				-
Cash Payment	E 100-5211-5347 New Uniform Issue		BEHLING UNIFORM		\$57.95
Invoice	226112	7/29/2016			
Cash Payment	E 100-5211-5347 New Uniform Issue		SHAW UNIFORM		\$291.75
Invoice	226054	7/29/2016			
Cash Payment	E 100-5212-5346 Clothing Allowance		ORTIZ CLOTHING		\$122.90
Invoice	226086	7/29/2016			

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Payments

Current Period: September 2016

Transaction Date	8/30/2016	Citizens	111000	Total	\$472.60
Refer	76472 LYNCH CHEVROLET				-
Cash Payment	G 610-139200	Transportation Equipment	2016 SILVERADO 2500HD		\$35,721.00
Invoice	WATER CHEVY 8/12/2016				
Transaction Date	8/30/2016	Citizens	111000	Total	\$35,721.00
Refer	76473 MARTENS PLBG & HTG INC				-
Cash Payment	E 100-5220-5394	Bldg Repairs & Maintena	URINAL REPAIRS		\$135.25
Invoice	38452 8/17/2016				
Cash Payment	E 610-6452-6652	Maintenance-Services	TEMP WATER TO RESTAURANT		\$232.53
Invoice	38493 8/22/2016				
Transaction Date	8/30/2016	Citizens	111000	Total	\$367.78
Refer	76474 MATERIALS DISTRIBUTION SERVI				-
Cash Payment	E 100-5211-5311	Supplies	OFFICE SUPP		\$23.32
Invoice	07/16MD07538 8/10/2016				
Transaction Date	8/30/2016	Citizens	111000	Total	\$23.32
Refer	76475 MUKWONAGO FIRE DEPT				-
Cash Payment	G 720-250015	Due to Fire/Ambulance	MNTHLY TAX		\$17,500.00
Invoice	SEPT 16 9/1/2016				
Cash Payment	E 620-8400-8541	Educational/Training Exp	HEARTSAVER/CPR/AED TRAINING		\$350.00
Invoice	AUG 16 8/30/2016				
Transaction Date	8/30/2016	Citizens	111000	Total	\$17,850.00
Refer	76476 MULCAHY/SHAW WATER, INC.				-
Cash Payment	G 620-139500	Laboratory Equipment Gen	REPAIR EFFLUENT SAMPLER		\$1,715.40
Invoice	320081 8/8/2016				
Cash Payment	E 620-8010-8270	Operation Supply/Expen	LIME-A-WAY		\$87.50
Invoice	320106 8/18/2016				
Transaction Date	8/30/2016	Citizens	111000	Total	\$1,802.90
Refer	76477 NORTHERN LAKE SERVICE				-
Cash Payment	E 610-6920-6923	Outside Services Employ	TESTING		\$140.00
Invoice	300097 8/15/2016				
Cash Payment	E 610-6920-6923	Outside Services Employ	TESTING		\$40.00
Invoice	299479 8/2/2016				
Transaction Date	8/30/2016	Citizens	111000	Total	\$180.00
Refer	76478 PHYSIO-CONTROL				-
Cash Payment	E 150-5231-5395	Repairs & Maintenance	ACCIDENT DAMAGE		\$2,838.00
Invoice	416133514 7/11/2016				
Transaction Date	8/30/2016	Citizens	111000	Total	\$2,838.00
Refer	76479 PIRANHA PAPER SHREDDING				-
Cash Payment	E 100-5211-5394	Bldg Repairs & Maintena	CONTRACT SERVICE		\$50.00
Invoice	1570081116 8/11/2016				
Transaction Date	8/30/2016	Citizens	111000	Total	\$50.00
Refer	76480 QUILL CORPORATION				-
Cash Payment	E 100-5241-5311	Supplies	LABELS		\$46.35
Invoice	8189545 8/11/2016				
Cash Payment	E 100-5142-5311	Supplies	BINDER CLIPS		\$23.88
Invoice	8189545 8/11/2016				

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Cash Payment	E 100-5142-5311 Supplies	GLUE STICKS			\$8.81
Invoice	8298227	8/16/2016			
Cash Payment	E 100-5142-5311 Supplies	OFFICE SUPP			\$63.13
Invoice	8310734	8/16/2016			
Cash Payment	E 100-5141-5311 Supplies	STAMP			\$8.81
Invoice	8370417	8/17/2016			
Cash Payment	E 150-5221-5311 Supplies	SUPPLIES			\$148.94
Invoice	8308853	8/16/2016			
Cash Payment	E 150-5221-5311 Supplies	CLEAN SUPP			\$23.10
Invoice	8295839	8/16/2016			
Cash Payment	E 100-5211-5311 Supplies	OFFICE SUPP			\$282.32
Invoice	8026990	8/5/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$605.34
Refer	76481	<i>RAJSKI LINDSAY</i>	-		
Cash Payment	E 150-5232-5335 Training & Travel	REIMBURSE TRAINING			\$617.28
Invoice	TRAIN 8/16	8/26/2016			
Cash Payment	E 150-5232-5335 Training & Travel	REIMBURSE TRAINING			\$125.00
Invoice	TRAIN 8/16	8/26/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$742.28
Refer	76482	<i>RED THE UNIFORM TAILOR</i>	-		
Cash Payment	E 100-5213-5346 Clothing Allowance	STEINBRENNER CLOTHING			\$175.63
Invoice	W63978A	8/18/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$175.63
Refer	76483	<i>RICOH AMERICAS CORPORATION</i>	-		
Cash Payment	E 100-5142-5312 Printing	COPY USAGE			\$33.19
Invoice	5043894754	8/11/2016			
Cash Payment	E 150-5221-5311 Supplies	COPY USAGE			\$30.81
Invoice	5043894754	8/11/2016			
Cash Payment	E 220-5140-5312 Printing	COPY USAGE			\$2.37
Invoice	5043894754	8/11/2016			
Cash Payment	E 410-5140-5312 Printing	COPY USAGE			\$4.74
Invoice	5043894754	8/11/2016			
Cash Payment	E 440-5511-5312 Printing	COPY USAGE			\$11.85
Invoice	5043894754	8/11/2016			
Cash Payment	E 500-5140-5312 Printing	COPY USAGE			\$2.37
Invoice	5043894754	8/11/2016			
Cash Payment	E 610-6920-6930 Misc General Expenses	COPY USAGE			\$78.21
Invoice	5043894754	8/11/2016			
Cash Payment	E 620-8400-8560 Misc General Expense	COPY USAGE			\$73.47
Invoice	5043894754	8/11/2016			
Cash Payment	E 100-5142-5312 Printing	SEPTEMBER 2016			\$24.12
Invoice	21727660	8/12/2016			
Cash Payment	E 150-5221-5311 Supplies	SEPTEMBER 2016			\$22.38
Invoice	21727660	8/12/2016			
Cash Payment	E 220-5140-5312 Printing	SEPTEMBER 2016			\$1.72
Invoice	21727660	8/12/2016			
Cash Payment	E 410-5140-5312 Printing	SEPTEMBER 2016			\$3.44
Invoice	21727660	8/12/2016			

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Cash Payment	E 440-5511-5312 Printing	SEPTEMBER 2016			\$8.61
Invoice	21727660	8/12/2016			
Cash Payment	E 500-5140-5312 Printing	SEPTEMBER 2016			\$1.72
Invoice	21727660	8/12/2016			
Cash Payment	E 610-6920-6930 Misc General Expenses	SEPTEMBER 2016			\$56.82
Invoice	21727660	8/12/2016			
Cash Payment	E 620-8400-8560 Misc General Expense	SEPTEMBER 2016			\$53.38
Invoice	21727660	8/12/2016			
Cash Payment	E 150-5221-5311 Supplies	SEPTEMBER 2016			\$104.28
Invoice	21727659	8/12/2016			
Cash Payment	E 150-5221-5311 Supplies	COPY USAGE			\$146.97
Invoice	5043894925	8/11/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$660.45
Refer	76484	SCAN GROUP	-		
Cash Payment	E 610-6920-6921 Office Supplies & Expen	CASTLE BUSINESS CARDS			\$98.00
Invoice	163344	8/8/2016			
Cash Payment	E 610-6920-6903 Supplies & Expense	DOOR HANGERS			\$264.00
Invoice	163339	8/8/2016			
Cash Payment	E 620-8010-8260 Other Chemicals	HOLDING TANK FORMS			\$358.40
Invoice	161454	4/20/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$720.40
Refer	76485	SHERWIN-WILLIAMS	-		
Cash Payment	E 610-6450-6650 Maint-Distr Reservoir/Pip	HATCH COVERS			\$45.58
Invoice	8568-9	8/11/2016			
Cash Payment	E 610-6450-6650 Maint-Distr Reservoir/Pip	UTILITIES			\$36.16
Invoice	8704-0	8/15/2016			
Cash Payment	E 100-5324-5395 Repairs & Maintenance	MACHINERY/EQUIPMENT			-\$596.44
Invoice	7581-3	7/20/2016			
Cash Payment	E 100-5521-5311 Supplies	PARKS			\$673.00
Invoice	1109-5	8/15/2016			
Cash Payment	E 610-6454-6654 Maintenance-Hydrants	HYDRANTS			\$42.28
Invoice	8755-2	8/16/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$200.58
Refer	76486	SHI INTERNATIONAL CORP	-		
Cash Payment	E 430-5700-5718 Village-wide Capital Ben	SERVER PROJECT			\$1,499.86
Invoice	B05366586	8/15/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$1,499.86
Refer	76487	SOMAR ENTERPRISES	-		
Cash Payment	E 100-5212-5346 Clothing Allowance	KREISER CLOTHING			\$41.59
Invoice	99897	8/22/2016			
Cash Payment	E 100-5211-5347 New Uniform Issue	DISPATCH			\$53.20
Invoice	99876	8/10/2016			
Cash Payment	E 100-5212-5346 Clothing Allowance	SCHUBEL CLOTHING			\$79.99
Invoice	99879	8/10/2016			
Cash Payment	E 100-5212-5346 Clothing Allowance	SCHUBEL CLOTHING			\$238.74
Invoice	99878	8/10/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$413.52
Refer	76488	STANLEY WALTER SEPTIC	-		

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Cash Payment	E 620-8010-8320 Maintenance-Lift Station	LIFT STATION PUMPING			\$805.00
Invoice	7/19/16	7/31/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$805.00
Refer	76489	<i>SUBURBAN ASPHALT CO., INC</i>	-		
Cash Payment	E 100-5343-5395 Repairs & Maintenance	953 BAY VIEW CIR			\$300.00
Invoice	16-5964/1	8/19/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$300.00
Refer	76490	<i>TERATECH CORPORATION</i>	-		
Cash Payment	E 150-5880-5805 Act 102 Expenses	ULTRA SOUND			\$12,000.00
Invoice	32966	8/18/2016			
Cash Payment	E 430-5700-5713 Fire Dept Capital Exp	ULTRA SOUND			\$8,075.00
Invoice	32966	8/18/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$20,075.00
Refer	76491	<i>TITAN PUBLIC SAFETY SOLUTION</i>	-		
Cash Payment	E 100-5120-5229 Software Support/Mainte	TIPSSDOT SUBSCRIPTION			\$3,400.00
Invoice	3970	8/15/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$3,400.00
Refer	76492	<i>TRAFFIC ANALYSIS & DESIGN</i>	-		
Cash Payment	E 200-5335-5219 Professional Services	SERVICES THROUGH 7/31/16			\$4,400.00
Invoice	11233	7/31/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$4,400.00
Refer	76493	<i>TREASURER STATE OF WI</i>	-		
Cash Payment	G 100-242400 Court Fees due to State	JULY 2016 JAIL FINES			\$8,865.00
Invoice	JULY 2016	8/15/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$8,865.00
Refer	76494	<i>TREASURER WAUKESHA COUNTY</i>	-		
Cash Payment	G 100-243240 Waukesha County Court Fe	JULY 2016 JAIL FINES			\$2,795.00
Invoice	JULY 2016	8/15/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$2,795.00
Refer	76495	<i>W C T C</i>	-		
Cash Payment	E 100-5211-5335 Training & Travel	DORSCHNER TRAINING			\$53.32
Invoice	DORSCHNER 8/	8/1/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$53.32
Refer	76496	<i>U.S. CELLULAR</i>	-		
Cash Payment	E 100-5211-5225 Telephone	CELL PHONES			\$316.04
Invoice	148851495	7/28/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$316.04
Refer	76497	<i>USA BLUEBOOK</i>	-		
Cash Payment	E 610-6452-6652 Maintenance-Services	HYDRANT WRENCH/CUB KEYS			\$445.96
Invoice	40524	8/22/2016			
Cash Payment	E 610-6454-6654 Maintenance-Hydrants	DCHLORINATION TABLETS			\$312.50
Invoice	42236	8/23/2016			
Cash Payment	E 620-8010-8250 Sludge Conditioning Che	BUSHING			\$11.15
Invoice	34456	8/15/2016			
Cash Payment	E 620-8010-8260 Other Chemicals	SAMPLE BAGS/FILTER			\$302.05
Invoice	29931	8/9/2016			

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Cash Payment	E 620-8010-8320 Maintenance-Lift Station	COUPLING ALUMINUM			\$192.80
Invoice	29931	8/9/2016			
Cash Payment	E 620-8010-8260 Other Chemicals	GLUCOSE-GLUTAMIC ACID SOLUTION			\$61.90
Invoice	19371	7/28/2016			
Cash Payment	E 620-8010-8250 Sludge Conditioning Che	PVC UNIONS			\$51.89
Invoice	21086	7/29/2016			
Cash Payment	G 610-134600 T&D Meters	METER FOR HYDRANT			\$971.95
Invoice	23059	8/2/2016			
Cash Payment	E 620-8010-8250 Sludge Conditioning Che	TRANSPARENT PIPE			\$85.95
Invoice	23060	8/2/2016			
Cash Payment	E 620-8010-8250 Sludge Conditioning Che	PVC SCHEDULE 80 PIPE/BLUE FLAG			\$60.10
Invoice	23683	8/2/2016			
Cash Payment	E 620-8010-8250 Sludge Conditioning Che	PVE SCHEDULE 80 PIPE			\$205.93
Invoice	26943	8/5/2016			
Cash Payment	G 610-134600 T&D Meters	ADAPTER/HYDRANT METER			\$1,251.19
Invoice	48362	8/30/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$3,953.37
Refer	76498	VERIZON WIRELESS	-		
Cash Payment	E 100-5211-5225 Telephone	CELL PHONES			\$1.67
Invoice	9769447118	7/26/2016			
Cash Payment	E 150-5221-5225 Telephone	CELL PHONES			\$35.18
Invoice	9769752160	8/3/2016			
Cash Payment	E 100-5323-5225 Telephone	CELL PHONES			\$126.35
Invoice	9770366867	8/13/2016			
Cash Payment	E 100-5141-5225 Telephone	CELL PHONES			\$119.85
Invoice	9770322075	8/13/2016			
Cash Payment	E 100-5241-5225 Telephone	CELL PHONES			\$34.33
Invoice	9770322075	8/13/2016			
Cash Payment	E 610-6920-6921 Office Supplies & Expen	CELL PHONES			\$62.81
Invoice	9770322075	8/13/2016			
Cash Payment	E 620-8010-8270 Operation Supply/Expen	CELL PHONES			\$62.80
Invoice	9770322075	8/13/2016			
Cash Payment	E 610-6920-6921 Office Supplies & Expen	CELL PHONES			\$205.47
Invoice	9770366863	8/13/2016			
Cash Payment	E 620-8010-8270 Operation Supply/Expen	CELL PHONES			\$158.85
Invoice	9770366864	8/13/2016			
Cash Payment	E 150-5221-5225 Telephone	CELL PHONES			\$461.40
Invoice	9770297105	8/12/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$1,268.71
Refer	76499	VILLAGE OF MUKWONAGO	-		
Cash Payment	E 610-6920-6408 Taxes - Village	MNTHLY TAX			\$30,000.00
Invoice	SEPT 2016	9/1/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$30,000.00
Refer	76501	WAUKESHA COUNTY	-		
Cash Payment	E 100-5212-5219 Professional Services	INMATE BILLING			\$149.58
Invoice	2016-00000150	8/8/2016			
Transaction Date	8/30/2016	Citizens	111000	Total	\$149.58
Refer	76502	WE ENERGIES MLWAUKEE	-		

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Cash Payment	E 100-5160-5222 Electric	915 MAIN ST		\$21.38
Invoice	377/080816	8/8/2016		
Cash Payment	E 100-5211-5222 Electric	981 GREENWALD CT RADIO BLDG		\$17.62
Invoice	919/08/22/16	8/22/2016		
Cash Payment	E 100-5522-5311 Supplies	CHRISTMAS LIGHTS		\$3,527.50
Invoice	3770048/2	8/16/2016		
Transaction Date	8/30/2016	Citizens	111000	Total \$3,566.50
Refer	76503	WI DEPT OF TRANSPORTATION	-	
Cash Payment	E 100-5215-5335 Training & Travel	DEMOTTO/WILSON TRAINING		\$70.00
Invoice	OCT 16	8/15/2016		
Transaction Date	8/30/2016	Citizens	111000	Total \$70.00
Refer	76504	WI DOT BUREAU OF BUSINESS S	-	
Cash Payment	E 100-5212-5811 Equipment (non-Capitaliz	TRAFFIC SIGNALS		\$46.73
Invoice	L45694/7-16	7/23/2016		
Cash Payment	E 150-5221-5811 Equipment (non-Capitaliz	TRAFFIC SIGNALS		\$46.72
Invoice	L45694/7-16	7/23/2016		
Transaction Date	8/30/2016	Citizens	111000	Total \$93.45
Refer	76505	WI IAEI	-	
Cash Payment	E 100-5241-5335 Training & Travel	HARLEY/RUTENBECK TRAINING		\$635.00
Invoice	OCT 16	8/30/2016		
Transaction Date	8/30/2016	Citizens	111000	Total \$635.00
Refer	76506	WISCONSIN IMAGING	-	
Cash Payment	E 100-5211-5394 Bldg Repairs & Maintena	COPY USAGE		\$67.68
Invoice	35757	8/23/2016		
Transaction Date	8/30/2016	Citizens	111000	Total \$67.68
Refer	76507	WI RURAL WATER ASSOCIATION	-	
Cash Payment	E 620-8400-8541 Educational/Training Exp	EXCAVATION TRAINING		\$108.13
Invoice	3021	8/23/2016		
Transaction Date	8/30/2016	Citizens	111000	Total \$108.13
Refer	76508	WI STATE LAB OF HYGIENE	-	
Cash Payment	E 610-6920-6923 Outside Services Employ	TESTING		\$25.00
Invoice	468838	7/31/2016		
Transaction Date	8/30/2016	Citizens	111000	Total \$25.00
Refer	76509	ZEP SALES & SERVICE	-	
Cash Payment	E 150-5221-5311 Supplies	CLEANER		\$176.35
Invoice	9002379123	8/4/2016		
Cash Payment	E 150-5231-5311 Supplies	CLEANER		\$176.40
Invoice	9002379123	8/4/2016		
Transaction Date	8/30/2016	Citizens	111000	Total \$352.75
Refer	76510	AMERICAN SIGNAL CORPORATIO	-	
Cash Payment	E 100-5235-5311 Supplies	REPAIR SOUTH TORNADO SIREN		\$713.75
Invoice	7049	8/23/2016		
Transaction Date	8/31/2016	Citizens	111000	Total \$713.75
Refer	76511	BASS & MOGLOWSKI, S.C.	-	
Cash Payment	G 610-235100 Customer Refund	REIMBURSE WATER OVERPAYMENT		\$97.10
Invoice	1976955/8-16	8/30/2016		

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Transaction Date	8/31/2016	Citizens	111000	Total	\$97.10
Refer	76512 COUNTY WIDE EXTINGUISHER, IN				-
Cash Payment	E 440-5511-5395 Repairs & Maintenance	FIRE SYSTEM TEST/EXGINGUISHER TEST			\$71.00
Invoice 88717	8/16/2016				
Cash Payment	E 100-5220-5394 Bldg Repairs & Maintena	FIRE SYSTEM TEST/EXGINGUISHER TEST			\$139.80
Invoice 88717	8/16/2016				
Cash Payment	E 150-5222-5395 Repairs & Maintenance	FIRE SYSTEM TEST/EXGINGUISHER TEST			\$671.77
Invoice 88717	8/16/2016				
Cash Payment	E 100-5512-5821 Improvements	FIRE SYSTEM TEST/EXGINGUISHER TEST			\$224.75
Invoice 88717	8/16/2016				
Cash Payment	E 100-5211-5219 Professional Services	FIRE SYSTEM TEST/EXGINGUISHER TEST			\$301.27
Invoice 88717	8/16/2016				
Cash Payment	E 100-5521-5311 Supplies	FIRE SYSTEM TEST/EXGINGUISHER TEST			\$278.90
Invoice 88717	8/16/2016				
Cash Payment	E 100-5323-5219 Professional Services	FIRE SYSTEM TEST/EXGINGUISHER TEST			\$784.20
Invoice 88717	8/16/2016				
Cash Payment	E 100-5160-5219 Professional Services	FIRE SYSTEM TEST/EXGINGUISHER TEST			\$166.90
Invoice 88717	8/16/2016				
Cash Payment	E 610-6310-6635 Maintenance-Water Trea	FIRE SYSTEM TEST/EXGINGUISHER TEST			\$400.00
Invoice 88717	8/16/2016				
Cash Payment	E 620-8010-8270 Operation Supply/Expen	FIRE SYSTEM TEST/EXGINGUISHER TEST			\$477.38
Invoice 88717	8/16/2016				
Transaction Date	8/31/2016	Citizens	111000	Total	\$3,515.97
Refer	76513 CENTURYLINK				-
Cash Payment	E 100-5142-5225 Telephone	PHONES			\$63.82
Invoice SEPT 16	8/31/2016				
Cash Payment	E 100-5211-5225 Telephone	PHONES			\$53.23
Invoice SEPT 16	8/31/2016				
Cash Payment	E 100-5241-5225 Telephone	PHONES			\$2.00
Invoice SEPT 16	8/31/2016				
Cash Payment	E 100-5323-5225 Telephone	PHONES			\$39.35
Invoice SEPT 16	8/31/2016				
Cash Payment	E 100-5512-5225 Telephone	PHONES			\$110.81
Invoice SEPT 16	8/31/2016				
Cash Payment	E 440-5511-5225 Telephone	PHONES			\$109.26
Invoice SEPT 16	8/31/2016				
Cash Payment	E 610-6920-6921 Office Supplies & Expen	PHONES			\$82.06
Invoice SEPT 16	8/31/2016				
Cash Payment	E 620-8400-8510 Office Supplies & Expen	PHONES			\$82.05
Invoice SEPT 16	8/31/2016				
Transaction Date	8/31/2016	Citizens	111000	Total	\$542.58
Refer	76514 DIGITAL ALLY				-
Cash Payment	E 100-5212-5395 Repairs & Maintenance	ANTENNA FOR RADAR UNITS			\$40.00
Invoice 1087979	8/18/2016				
Transaction Date	8/31/2016	Citizens	111000	Total	\$40.00
Refer	76515 FOSTER COACH SALES				-
Cash Payment	E 430-5700-5713 Fire Dept Capital Exp	REPLACEMENT AMBULANCE			\$179,344.00
Invoice SF00550	7/28/2016				

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Transaction Date	8/31/2016	Citizens	111000	Total	\$179,344.00
Refer	76516	GALLS INC	-		
Cash Payment	E 100-5212-5811	Equipment (non-Capitaliz	HELMET/BATON		\$817.40
Invoice	5906668	8/18/2016			
Transaction Date	8/31/2016	Citizens	111000	Total	\$817.40
Refer	76517	GARDEN MART/THE	-		
Cash Payment	E 610-6452-6652	Maintenance-Services	216 S MCKENZIE		\$98.47
Invoice	49833	8/29/2016			
Transaction Date	8/31/2016	Citizens	111000	Total	\$98.47
Refer	76518	GEAR WASH LLC	-		
Cash Payment	E 150-5222-5395	Repairs & Maintenance	CLEAN/REPAIR		\$568.94
Invoice	12042	8/29/2016			
Transaction Date	8/31/2016	Citizens	111000	Total	\$568.94
Refer	76519	HIPPENMEYER, REILLY	-		
Cash Payment	E 100-5130-5219	Professional Services	MISC MATTERS		\$1,897.50
Invoice	43084	8/30/2016			
Cash Payment	E 150-5221-5219	Professional Services	FIRE DEPT		\$165.00
Invoice	43088	8/30/2016			
Cash Payment	E 100-5211-5219	Professional Services	POLICE DEPT		\$41.25
Invoice	43086	8/30/2016			
Cash Payment	G 100-211425	Developer Escrow	ALDI		\$49.50
Invoice	43087	8/30/2016	Project D00004		
Cash Payment	E 100-5130-5219	Professional Services	PROSECUTION		\$1,316.00
Invoice	43089	8/30/2016			
Transaction Date	8/31/2016	Citizens	111000	Total	\$3,469.25
Refer	76521	JOHNS DISPOSAL	-		
Cash Payment	E 410-5140-5220	Contractual Services	GARBAGE		\$20,805.82
Invoice	86431	8/25/2016			
Cash Payment	E 410-5140-5310	Outside Services	RECYCLE		\$12,602.10
Invoice	86431	8/25/2016			
Cash Payment	E 410-5140-5219	Professional Services	YARD WASTE		\$4,737.60
Invoice	86431	8/25/2016			
Transaction Date	8/31/2016	Citizens	111000	Total	\$38,145.52
Refer	76522	JOURNAL COMMUNICATIONS	-		
Cash Payment	E 100-5142-5312	Printing	LEGAL NOTICE		\$52.16
Invoice	JULY 16	7/31/2016			
Cash Payment	E 100-5144-5312	Printing	LEGAL NOTICE		\$13.18
Invoice	JULY 16	7/31/2016			
Cash Payment	E 100-5153-5312	Printing	LEGAL NOTICE		\$128.04
Invoice	JULY 16	7/31/2016			
Cash Payment	E 100-5247-5312	Printing	LEGAL NOTICE		\$170.02
Invoice	JULY 16	7/31/2016			
Cash Payment	E 100-5632-5312	Printing	LEGAL NOTICE		\$140.58
Invoice	JULY 16	7/31/2016			
Transaction Date	8/31/2016	Citizens	111000	Total	\$503.98
Refer	76523	LEMKE FENCE OF JEFFERSON	-		

VILLAGE OF MUKWONAGO

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Payments

Current Period: September 2016

Cash Payment	E 610-6310-6635 Maintenance-Water Trea	FENCE REPAIR			\$550.00
Invoice 12644	8/25/2016				
Transaction Date	8/31/2016	Citizens	111000	Total	\$550.00
Refer	76524	NORTH SHORE BANK FSB	-		
Cash Payment	G 100-111033 Accrued Sick Pay	HANKOVICH SICK TIME PAY OUT			\$33,537.28
Invoice HANKOVICH 201	8/31/2016				
Transaction Date	8/31/2016	Citizens	111000	Total	\$33,537.28
Refer	76525	PETTY CASH	-		
Cash Payment	E 100-5144-5311 Supplies	ELECTION REFRESHMENTS			\$34.70
Invoice AUG 16	8/31/2016				
Cash Payment	E 100-5141-5311 Supplies	REFRESHMENTS			\$9.00
Invoice AUG 16	8/31/2016				
Cash Payment	E 100-5142-5335 Training & Travel	CLERK LUNCHEON			\$13.00
Invoice AUG 16	8/31/2016				
Cash Payment	E 100-5142-5315 Postage	MAILING FEE			\$1.46
Invoice AUG 16	8/31/2016				
Cash Payment	E 100-5141-5311 Supplies	REGRESHMENTS			\$27.41
Invoice AUG 16	8/31/2016				
Cash Payment	E 100-5144-5311 Supplies	ELECTION REFRESHMENTS			\$21.20
Invoice AUG 16	8/31/2016				
Transaction Date	8/31/2016	Citizens	111000	Total	\$106.77
Refer	76526	PRINT PACK & SHIP CENTER	-		
Cash Payment	E 150-5231-5315 Postage	SHIPPING COST			\$65.93
Invoice 23515	8/26/2016				
Cash Payment	E 610-6920-6923 Outside Services Employ	SHIPPING COST			\$254.42
Invoice 23515	8/26/2016				
Transaction Date	8/31/2016	Citizens	111000	Total	\$320.35
Refer	76527	RIVER CREST TIRE & AUTO	-		
Cash Payment	E 150-5231-5395 Repairs & Maintenance	WIPER BLADES			\$11.98
Invoice 247623	8/29/2016				
Transaction Date	8/31/2016	Citizens	111000	Total	\$11.98
Refer	76528	TIME WARNER CABLE	-		
Cash Payment	E 100-5142-5225 Telephone	PHONE/INTERNET			\$2,722.56
Invoice 6/28-7/27	6/28/2016				
Cash Payment	E 100-5142-5225 Telephone	PHONE/INTERNET			\$2,728.89
Invoice 7/28-8/27	7/28/2016				
Cash Payment	E 100-5142-5225 Telephone	PHONE/INTERNET			\$2,727.74
Invoice 8/28-9/27	8/28/2016				
Transaction Date	8/31/2016	Citizens	111000	Total	\$8,179.19

VILLAGE OF MUKWONAGO

09/01/16 10:25 AM

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Payments

Current Period: September 2016

Fund Summary

	111000 Citizens	
100 GENERAL FUND		\$77,296.97
150 FIRE/AMBULANCE FUND		\$20,948.67
200 COMMUNITY DEVELOPMENT FUND		\$4,400.00
220 TID#3 - GENERAL		\$4.09
340 VILLAGE DESIGNATED FUND		\$37.02
410 RECYCLING FUND		\$38,153.70
430 CAPITAL EQUIPMENT FUND		\$227,568.86
440 LIBRARY FUND		\$200.72
480 CAPITAL IMPROVEMENT FUND		\$78,738.72
500 STORM WATER UTILITY		\$4.09
610 WATER UTILITY FUND		\$85,584.17
620 SEWER UTILITY FUND		\$13,221.49
720 TAX ESCROW AGENCY FUND		\$17,500.00
		<hr/>
		\$563,658.50

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$563,658.50
Total	<hr/>
	\$563,658.50

VILLAGE OF MUKWONAGO PURCHASE REQUISITION

PLEASE TYPE OR PRINT IN INK CLEARLY ON THIS FORM

DATE:	August 22, 2016	NUMBER:	
--------------	-----------------	----------------	--

VENDOR NAME & ADDRESS:	SHIP TO:
Johnson & Son Paving, LLC	

DEPT NAME:	SUGGESTED VENDOR	AUTHORIZED SIGNATURE
Public Works	Johnson & Son Paving, LLC	<i>Ronald R. Bitt</i>

BUDGETED ITEM?	Yes	BUDGETED SOURCE:	
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ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT	ACCT #
1	1	2" Mill & Fill Paving in Two Rivers Subdivision		\$14,749	
			TOTAL	\$14,749	480-5700-6840

FINANCE COMMITTEE USE ONLY	
APPROVED (COMMITTEE INITIALS):	
DATE:	
SPECIAL INSTRUCTIONS	



20275 W Good Hope Rd
Lannon, WI 53046
Phone: 262-251-5585 Fax: 262-251-3477
Web: www.johnsonandsonspaving.com

Johnson & Sons Paving, LLC

Proposal

Billing Information

Ron Bittner
Village of Mukwonago
630 CTH NN E
Mukwonago, WI 53149

Site Address

Various Roads
Mukwonago, WI

Proposal GK604
#:

Date: August 22, 2016

Paving Proposal: 2" Asphalt Surface Patching

This proposal is based on patching as marked in the field on 8/18/16.

Mill the areas to be patched to a depth of 2".

All materials removed will be 100% recycled for our environment.

Apply a tack coat to the existing pavement and to the vertical edges to be matched.

Construct a 2" compacted hot mix asphalt pavement in one lift using E-1 12.5mm hot mix asphalt.

Machine roll for final compaction.

Price: \$14,749.00

Disclaimer

Terms and Conditions: This is a Guaranty of payment and is a continuing Guaranty. Liability shall continue regardless of the payment, reduction, creation or any change in the amount of the obligations hereby guaranteed until each and all such obligations have been paid and satisfied in full. This Guaranty shall inure to the benefit of Johnson & Sons Paving, LLC and its successors and assigns and shall be binding upon Property/Business Owner and the executors, administrators and other legal representatives and/or agents of the Property/Business Owner. One mobilization is included to each job site, ("one trip to site by the paving crew") unless 2 or more trips are noted. All permits are the responsibility of Property/Business Owner or their Agent Johnson & Sons Paving, LLC's warranty for materials and workmanship is of the term of one year from the last substantial labor date and is in lieu of any other warranty or remedy required by law. Johnson & Sons Paving, LLC's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Johnson & Sons Paving, LLC, its subcontractors or suppliers, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage, or excessive manipulation over the original designed criteria. Johnson & Sons Paving, LLC is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. Property/Business Owner or their agent agrees to indemnify and hold harmless Johnson & Sons Paving, LLC from any and all claims, liabilities, costs and expenses whatsoever arising from the above. This Contract does not contemplate the encountering of underlying contaminants, blocks, brick, railroad ties, concrete, wood, fabrics or other unsuitable materials or unusual conditions encountered during the work. Should these conditions be encountered, Property/Business Owner or their agent will be charged for the extra work incurred. Johnson & Sons Paving, LLC is not responsible for damage to landscaping as a result of work preparation, execution or completion. Johnson & Sons Paving, LLC is not responsible for any restoration of adjacent areas disturbed as a result of the work. Johnson & Sons Paving, LLC is also not responsible for changes needed in landscaping to insure the proper continuation of drainage flow from the project area. It is the Property/Business Owner's or their agent's responsibility to back fill edges of paved areas. Johnson & Sons Paving, LLC is not responsible for low spots in asphalt of less than 1/2 inch. Parking lots with pitch of 1% or less may occur water ponding. The mean value of sawed core samples shall govern for determining compacted asphalt thickness. The State of Wisconsin Department of Transportation Standard Specifications, 1998 Edition, is as follows: 405.5.10.3.1 General. 405.5.10.2.2 Thickness. The thickness of leveling, binder and surface courses shall be in reasonably close conformity with the thickness shown on the plans or established by the engineer. Johnson & Sons Paving, LLC is not responsible for concrete breakage due to normal construction equipment traffic. Heaving and cracking of asphalt pavements caused by, but not limited to wet conditions, expansive soils, reflective cracking, and freeze-thaw cycles is not the responsibility of Johnson & Sons Paving, LLC. Property/Business owner or their agent understands this risk is inherent in this kind of work. Grading: The grading Johnson & Sons Paving, LLC performs may not prevent unwanted water from accumulating on the property. Johnson & Sons Paving, LLC does not warrant (express or implied) that its grading work will prevent, eliminate or reduce unwanted on site water accumulation or flowage on the property. However, Johnson & Sons Paving, LLC does warrant that its grading will meet applicable industry standards as to percentage grade requirements. Johnson & Sons Paving, LLC is responsible for constructing average asphalt thickness as stated per this contract, which conforms to standard Wisconsin Department of Transportation practices and specifications. Should a dispute arise between the parties concerning this contract or the rights and duties of either party, Johnson & Sons Paving, LLC may elect, at its sole discretion, to have the dispute settled by arbitration held in accordance with the Construction Industry Rules of the American Arbitration Association in effect at the time Johnson & Sons Paving, LLC makes the election for arbitration. Johnson & Sons Paving, LLC must make the election to arbitrate no later than 60 days after the proper service of a summons. Any written notice required to be given the undersigned Property/Business Owner or their agent pursuant to this Contract shall be sent registered mail, postage prepaid to the undersigned Property/Business Owner or their agent at the address in this Contract's caption. Upon Contract acceptance, if cancellation notice is not received in writing prior to 3 business days after date of acceptance, in accordance with the terms below, Johnson & Sons Paving, LLC assumes that the Property/Business Owner or their agent accepts the work herein described and the terms and conditions of sale.

Terms	Total Due Upon Completion
Rep	Greg Krahn
Email	gregk@johnsonandsonspaving.com

Date: _____

Customer Signature: _____

Rep Signature: _____

VILLAGE OF MUKWONAGO PURCHASE REQUISITION

PLEASE TYPE OR PRINT IN INK CLEARLY ON THIS FORM

DATE:	August 22, 2016	NUMBER:	
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VENDOR NAME & ADDRESS:	SHIP TO:
Interstate Pump & Tank, INC.	Village of Mukwonago

DEPT NAME:	SUGGESTED VENDOR	AUTHORIZED SIGNATURE
Public Works	Interstate Pump & Tank, INC.	<i>Ronald R. B...</i>

BUDGETED ITEM?	Yes	BUDGETED SOURCE:
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ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT	ACCT #
1	1	Replacement of fuel pump & installation of a fuel management system		\$24,925.00	
		TOTAL		\$24,925.00	430-5700-5712

FINANCE COMMITTEE USE ONLY	
APPROVED (COMMITTEE INITIALS):	
DATE:	
SPECIAL INSTRUCTIONS	

PROPOSAL

INTERSTATE PUMP & TANK, INC.



901 NIAGARA STREET
WAUKESHA, WI 53186-3817
262-524-8494 • FAX 262-524-8284
800-323-8265 (Tank)
www.interstatepumpandtank.com



Village of Mukwonago
ATTN: Ron Bittner
440 River Crest Court
Mukwonago, WI 53149

REVISED DATE: 5/9/16

Interstate Pump & Tank, Inc. REVISED Proposal to Upgrade the Aboveground Storage Tank (AST) refueling system for the Village of Mukwonago Municipal Fleet Fueling Facility.

Site Improvement Summary: Add a wireless OPW Fuel Management System and replace the existing Gasboy pump with a Bennett dual product suction pump. Assumes Sales Tax Exempt.

ITEM #1 Fuel Management System: Supply and Install an OPW AFC 2-Hose POS Unattended 24 Hour Fleet Fuel Controller with wireless communications to Fleet Shop PC. OPW Model # AFC 1002, 2 hose fuel controller with wireless site controller, RFID Reader at Fuel Controller, (90) RFID Key-Fobs, antenna for receiver and up to two repeaters on building. **\$10,953.00**

Note: Start Up and vehicle set up, and up to 4 hours training direct using Ztec Systems.

ITEM #2: Replace Older Mechanical Gasboy Pump with a New Bennett Electronic Suction Pump: Supply and Install (1) Bennett 3722- SNS-11-P dual product two hose pump with Pulse-Out Board. Includes IPT labor on site. *Note re-use existing hoses & nozzles.* **\$8,997.00**

ITEM #3: Electrical and Communications Work: Pull new wire and add above ground conduits, Bennett to OPW Fuel Controller and A/R breakers and 115V service to electronic pump, OPW Fuel Controller and mount wireless repeaters. **\$4,975.00**

Total Items #1 through #3: \$24,925.00

Sincerely,

James Gaa

ACCEPTED BY _____ DATE _____

VILLAGE OF MUKWONAGO PURCHASE REQUISITION

PLEASE TYPE OR PRINT IN INK CLEARLY ON THIS FORM

DATE:	August 24, 2016	NUMBER:	
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VENDOR NAME & ADDRESS:	SHIP TO:
W. H. Major & Sons, Inc.	Village of Mukwonago

DEPT NAME:	SUGGESTED VENDOR	AUTHORIZED SIGNATURE
Public Works	W. H. Major & Sons, Inc.	<i>Rud R. B...</i>

BUDGETED ITEM?	Yes	BUDGETED SOURCE:
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ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT	ACCT #
1		Rework 6 ball diamonds in various parks		\$6,250.00	100-5521-5311
		TOTAL		\$6,250.00	

FINANCE COMMITTEE USE ONLY	
APPROVED (COMMITTEE INITIALS):	
DATE:	
SPECIAL INSTRUCTIONS	

W. H. Major & Sons, Inc.
805 Perkins Drive
Mukwonago, WI 53149

PHONE	262-363-3115
FAX	262-363-4190

Invoice

DATE	INVOICE #
8/3/2016	24075

BILL TO
Village of Mukwonago -DPW P.O . Box 206 440 River Crest Court Mukwonago, WI 53149 Attn: Ron

P.O. NO.	TERMS
	Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
RE: Baseball Diamonds at Miniwauken & Field Park: Re-work Diamond #5 at Miniwauken Park. Remove the built up lip around the diamond to facilitate the drainage. Haul and dispose of the spoil material. Install 4 loads of diamond mix to re-crown the infield area. Finish the diamond ready for play. Furnish and install 40 yards of topsoil to decrease diamond size for 70 foot bases as discussed. Finish the topsoil ready for seed. Seed, fertilize and mulch topsoiled area. Re-work the 1, 3, and 4 & 6 diamonds as discussed at Miniwauken Park: Re-work the diamonds with the tractor landscape leveler to work up the existing mix. Re-work Diamond #2 at Miniwauken: Remove the built up lip around the diamond to facilitate the drainage. Haul and dispose of the spoil material. Install 2 loads of diamond mix to re-crown the infield area. Finish the diamond ready for play. Finish the topsoil ready for seed.		2,000.00	2,000.00
		1,000.00	1,000.00
		1,000.00	1,000.00
Thank You! We appreciate your business.		Total	

ACCOUNTS 30 DAYS PAST DUE ARE SUBJECT TO A SERVICE CHARGE OF 1 1/2% PER MONTH ON THE UNPAID BALANCE, NOT TO EXCEED 18% PER ANNUM.

W. H. Major & Sons, Inc.
805 Perkins Drive
Mukwonago, WI 53149

PHONE	262-363-3115
FAX	262-363-4190

Invoice

DATE	INVOICE #
8/3/2016	24075

BILL TO
Village of Mukwonago -DPW P.O . Box 206 440 River Crest Court Mukwonago, WI 53149 Attn: Ron

P.O. NO.	TERMS
	Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Field Park: Remove the built up lip around the diamond to facilitate the drainage. Haul and dispose of the spoil material. Install 4 loads of diamond mix to re-crown the infield area. Finish the diamond ready for play. Finish the topsoil ready for seed. (NOTE: All diamond mix to be billed directly to the Village). Please feel free to contact us with any questions or concerns at 262-363-3115. Thank you.		2,250.00	2,250.00

Thank You! We appreciate your business.	Total	\$6,250.00
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ACCOUNTS 30 DAYS PAST DUE ARE SUBJECT TO A SERVICE CHARGE OF 1 1/2% PER MONTH ON THE UNPAID BALANCE, NOT TO EXCEED 18% PER ANNUM.

VILLAGE OF MUKWONAGO PURCHASE REQUISITION

PLEASE TYPE OR PRINT IN INK CLEARLY ON THIS FORM

DATE: 8/31/16		NUMBER:	
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VENDOR NAME & ADDRESS:	SHIP TO:
R.N.O.W., Inc., 8636R West National Ave., West Allis, Wi 53227	

DEPT NAME:	SUGGESTED VENDOR	AUTHORIZED SIGNATURE
Sewer Utilitiy	Same	

BUDGETED ITEM?	Yes/No Repair exceeds budgeted amount	BUDGETED SOURCE:	Sewer Utility Budget 620-8030-8280 \$10,000 Budgeted
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ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT	ACCT #
1	1	Sewer Jetter/Vactor Repair (See attached quote)	\$9,579.35 + time and material items	\$9,579.35 + time and material items	620-8030- 8280
			TOTAL	Est. \$12,000	

FINANCE COMMITTEE USE ONLY	
APPROVED (COMMITTEE INITIALS):	
DATE:	
SPECIAL INSTRUCTIONS	

RESOLUTION 2015-XXX

**A RESOLUTION TO CERTIFY THAT THE VILLAGE
SHALL PROVIDE FOR AND ALLOW THE LIBRARY TO EXPEND
NO LESS THAN THE COUNTY RATE IN THE PRIOR YEAR**

WHEREAS, Wisconsin Statutes Section 43.64 provides that certain municipalities may be exempt from the county library levy, and:

WHEREAS, it is the intention of the Village of Mukwonago, by this Resolution, to provide written notice to the Waukesha County Board that the Village of Mukwonago shall appropriate and allow the Mukwonago Community Library to spend a sum at least equal to an amount set forth in Wisconsin Statutes Section 43.64(2)(b)1&2.

NOW THEREFORE BE IT RESOLVED that the Village Board hereby certifies that it shall authorize an appropriation for the Mukwonago Community Library for the year 2017 in an amount at least equal to the amount as set forth in Wisconsin Statutes Section 43.64(2)(b)1&2.

BE IT ALSO RESOLVED, that the Village Board hereby certifies that the Mukwonago Community Library shall be permitted to expend, during the year 2017, no less than a rate of \$.283021 per \$1,000 of the actual state Equalized Value amount of the community that is published by the state on August 15th of this year.

BE IT FURTHER RESOLVED, that the Clerk of the Village of Mukwonago shall provide a certified copy of this Resolution to the County Board of Waukesha County.

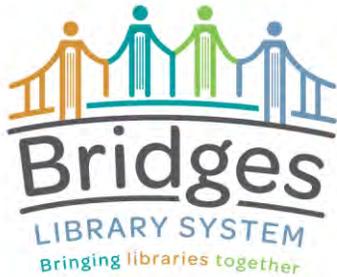
Dated and adopted this 20th day of September, 2016.

Fred H. Winchowky, Village President

Steven A. Braatz, Jr., Village Clerk

I hereby certify that this is a true and correct copy of the resolution adopted by the Village Board on the 20th day of September, 2016.

Steven A. Braatz, Jr., Village Clerk



741 N. Grand Ave., #210
Waukesha, WI 53186

P 262.896.8080
W bridgeslibrarysystem.org

To: Chief Elected Officials/Administrators in Communities with Libraries, Member Library Directors
From: Connie Meyer, Bridges Library System Director *Connie G Meyer*
Re: Waukesha County library tax exemption notices
Date: August 2, 2016

Annually Waukesha County sets a special levy for library services. The funds are distributed to libraries to compensate them for items borrowed by non-residents of their communities. State law (ss. 43.64(2) Wisc. Statutes) provides that communities with libraries may avoid double taxation and exempt themselves from this special levy if they meet certain conditions:

- Exempting library communities must levy and expend an amount equal to or greater than the mill rate set by Waukesha County in the preceding year with the exception of joint libraries whose participating municipalities have an alternate option for exempting which is to levy and expend an amount not less than the average of the previous 3 years (ss.43.64 (2)(c)).
- Exempting library communities are required to provide written notification to the county annually.
- The County Code requires that the notification be from the **local governing body** rather than from the clerk alone.
- The Code also requires a deadline date of September 30 so that the County Executive Budget available to supervisors and the general public can properly reflect the county library taxation levels in the Adopted Budget in November.
- For 2017 tax purposes, exempting communities must also have a library that meets or exceeds minimum county standards as certified by the library board. (The libraries have already received their standards certification letters.)

If you would like to exempt your community from the Waukesha County library tax, the form (on page 2), **Notice of Exemption from Waukesha County Library Levy 2016 Tax for 2017 Purposes** must be approved by the Municipality's governing body, signed, and returned to Bridges Library System no later than September 30, 2016. Also include a copy of your adopted municipal ordinance or resolution certifying that your library appropriation meets or exceeds the requirements. Email submission is acceptable as long as the form includes the actual signature.

Thank you for providing library services to our citizens. Strong libraries build strong communities and your commitment to financially support your library is important and valued!

**Notice of Exemption from Waukesha County Library Levy
2016 Tax for 2017 Purposes**

Name of Community:

Name of library:

We recognize that, pursuant to ss 43.64 Wisconsin Statutes, to obtain an exemption from the 2016 county library levy for 2017 purposes, the municipality must certify that during budget year 2017, its library will be provided and be allowed to expend no less than the county library tax rate in the prior year, \$0.283021 per \$1,000 Equalized Value.

In the case of joint library, an alternate exemption option exists pursuant to ss 43.64 (2) (c). Under this language, each participating municipality in the joint library has the option to certify that during its budget year 2017, the library will be provided and allowed to expend no less than the average of the funding levels of the previous 3 years.

We further recognize that, pursuant to state law, listed funding must be only from municipal sources, not the entire library budget. Reported amounts must exclude fines, fees, and other revenues. Capital expenditures are excluded as well.

I am authorized to certify that the governing body of the municipality has enacted an ordinance or resolution pledging that it will appropriate and allow the library to expend no less than a rate of **\$0.283021 per \$1,000 of the actual state Equalized Value amount for the community that is published by the state on or about August 15, 2016** or, in the case of a joint library whose municipality may choose this option, that the participating municipality will appropriate and allow the library to expend no less than the average of the funding levels of the previous 3 years.

The community meets its requirement stated above and is therefore eligible for exemption from the 2017 Waukesha County library levy.

Name and Title of Person filling out this form:

Signature

Date

This form, along with a copy of the municipal resolution/ordinance, must be filed no later than September 30, 2016.

Send to:
Bridges Library System
741 N. Grand Avenue, Suite 210
Waukesha, WI 53186
Or email to cmeyer@bridgeslibrarysystem.org



Committee/Board:	Finance
Topic:	5 year Capital Plan 2017-2021
From:	Diana Doherty
Department:	Finance
Presenter:	Diana Doherty
Date of Committee Action (if required):	September 6, 2016
Date of Village Board Action (if required):	

Information

Subject: Presentation of revised 5 year plan

Background Information/Rationale: Each year the 5 year plan is reviewed and updated, then presented to the board for consideration of the requests, particularly for the 2017 budget year.

Key Issues for Consideration: Validity of each item on the list; priority of the item

Fiscal Impact (If any): \$2,207,000 of new GO debt; \$1,071,000 of reserves and \$92,500 of the 2016 tax levy needed to fund 2017 items as listed for Village projects. Additional \$910,000 for Utility projects funded thru reserves, possibly new debt.

I will provide some additional debt information at the COW meeting.

Requested Action by Committee/Board: Discussion of overall plan with a focus on 2017 items and preliminary approval of 2017 items for inclusion in the budgeting process for formal approval at the November budget hearing.

Attachments

2017-2021 Capital Planning with Descriptions Revised 8-31-16 – this lists all the capital requests in order by year with the Department Head’s descriptions of the item and why it is needed.

2017-2021 Capital Planning by year by priority is a summary of the capital requests with totals by year and by proposed funding source.

Village of Mukwonago 5 Year Capital Improvement Plan

Updated	Department	Equipment or Name of Capital Improvement Project	Year(s) Planned	Cost Allocation					Total Cost (Calculated Field)	Revised Estimate over previous plan or New item not on previous plan	Priority (High Medium Low)	Fund	Funding	Comments (e.g. explanation of priority)	Project Description
				TID	Village	Town of Mukwonago (share of Fire Dept. Equipment Only)	Water	Sewer							
	DPW-Other	CORP (Comprehensive Park Plan Updated)	2017		30,000				30,000	Carry over item approved for 2016	1-High	430	Reserves	Updated plan needed for grants from the state	
	DPW-Other	Purchase 10 acres of land from St James Church	2017		250,000				250,000	Carry over item approved for 2016	2-Medium	480	Reserves	assumes \$25,000 per acre	Future Public Works expansion
	DPW-Roads	NN/STH 83 & Holz Parkway Reconstruction	2017		751,000				751,000	Carry over item approved for 2016	1-High	480	Reserves	Better idea of cost and obligation after meeting on 7/21	Costs for right-of-way purchase, sidewalk installation, street lighting and potential curb & gutter (add'l \$290,000 would be needed for the curb & gutter for a total of \$1,041,000)
	DPW-Equip	Loader / Back Hoe	2017		120,000				120,000		2-Medium	430	Debt	Replaces a 1982 Unit / A more versatile unit	The current unit is a John 410 series with 2 wheel drive and was purchased in 1982 as a package deal with the JD wheel loader. The current unit has limited capabilities as it has a manual transmission, 2 wheel drive and a worn out hydraulic system. The new machine to be purchased would be equipped with a quick detach bucket and
	DPW-Equip	Snow Patrol Truck	2017		165,000				165,000		1-High	430	Debt	Would replace a 2000 single plow unit. Start a 15 year depreciation schedule	Last 5 yard single plow truck replaced with the purchase of this patrol truck.
	DPW-Other	Fairwinds Park Play Structure	2017		40,000				40,000		2-Medium	810	Parkland Site Reserve & Bielinski \$\$	received \$20,000 from Bielinski towards project	Future Public Works expansion
	DPW-Other	Heating Upgrade In DPW Garage	2017		45,000				45,000		2-Medium	480	Debt	Current furnaces not intended for continuous heating	The current heating system in the PW garage is inefficient and can't keep up with heating demands in the back shop. The existing 2 units are tied to the air exchange system and the system was designed to heat the outside air during that process. We would like to install more efficient tube heaters that provide more even temperatures. Tube heaters were installed in the fire house over 10 years ago with very little maintenance issues.
	DPW-Other	Miniwauken Shelter Electric & Security Lighting	2017		10,000				10,000		3-Low	480	Debt	Good upgrade for a premier park	Adding electricity to this pavilion would increase the viability of this premier park and relive some of the renting issues of Field Park Pavilion.
	DPW-Other	Phantom Glen Parking Lot & Boat Ramp	2017		75,000				75,000	yes - from \$50,000	3-Low	480	Debt	This project would connect the 2 ends of our existing path and the multi-use trail on Holz Parkway by using the old R.R. bed on the WE Energies R.O.W. Building of the base for the path could be done in conjunction with Village milling and paving projects.	A minimum of matching fund are currently available for a project like this. This project would need to be coordinated with the DNR
	DPW-Other	Repair Pick and Save retention pond	2017		30,000				30,000		1-High	480	Debt	Repairs are needed at the inlet and shorelines due to erosion. The pond is operating at a minimum and needs a redesign to increase the % of TSS removal	Preliminary design and application for a UNPS&SW Construction Grant to repair the pond. Repairs will be combined with a retrofit to improve ponds performance, Work to be completed in 2018.
	DPW-Roads	Field Park Road Pulverize, Reshape & Pave	2017		80,000				80,000		2-Medium	480	Debt		Field Park Parking lot and internal roads are showing signs of deterioration. Pulverize, reshape and pave. Drainage issues to be resolved.
	DPW-Roads	Front St. Rebuild	2017		275,000		50,000	50,000	375,000		1-High	480	Debt	Waiting for WE Energies	Front St. (Paved in 1972) Street is showing signs of significant of structural defects. Crosswalk needs to be installed in island at HWY 83; 20 Ft. road width and 845 Ft. In length. Only a 33 Ft. R.O.W; Currently built without curbs, gutter and sidewalk; Four driveways enter onto the street (three private and the Police Department); Utility work will be needed (Projected cost \$132,000); Projected street reconstruction costs of \$275,000 (curb and storm sewer) Possible to be rebuilt without storm sewers by using rain gardens.
	DPW-Roads	Mill & Pave Oakland Ave., Lincoln Ave, Grand Ave. and Division St.	2017		682,000				682,000	yes - from \$500,000	2-Medium	480	Debt	Pavement deterioration	Streets were built 1984. They are starting to show signs of deterioration and currently are not candidates for the Road Maintenance Program.
	DPW-Roads	Road Maintenance Program	2017		150,000				150,000		1-High	480	Debt	Continuation of road program	Currently the Village dedicated \$150,000 annually for 2014-15. Anticipate same annual funding through 2018. The road maintenance program is designed to preserve Village streets by spending less money earlier in their life thus increasing the life expectancy. Projects that fall under this program include crack sealing, spot sealing, Micro-surfacing and spot patching of asphalt
	Fire	Multi-functional fire apparatus Pumper/Tender (Engine 3461 and Tender 3492 Replacement)	2017		325,000	325,000			650,000	yes - was \$625,000	1-High	430	Debt	This would be a combined unit and replaces two vehicles that are 25 + years old. \$625,000 is total cost - would be split with Town	This project is to replace the current 1986 GMC 3200 gallon tender and the 1990 Spartan engine. 1)Lap belts only, no shoulder belts; 2)No anti-lock braking system; 3)National Fire Protection Association (NFPA) Annex D.1 recommends a vehicle that is manufactured prior to 1991 and is less than 25 years old be placed into reserve status and upgraded to post 1991 status as stated in NFPA Annex D.3. Apparatus that was not manufactured to applicable NFPA fire apparatus standards or that is over 25 years old should be replaced; The tender will be 29 years old and the engine 25 years old; 4)NFPA Annex D.3 upgrades that would need to be completed would be upgrade in warning light system and wiring, additional reflective stripping, upgrade ground and step lighting, noise level reduction or protection to cab area, all loose equipment in riding area needs to be secured; 5)Inadequate heater in winter and no air conditioning for summer Advantages to purchasing a combination vehicle: 1)Multipurpose vehicle to complete a quick fire attack with more water in a rural area; 2)Don't have to have a long delay for a water supply waiting for additional resources to respond; 3)Helps address lower staffing levels by responding with a full crew and only one piece of equipment; 4)Down sizes the fleet there by reducing capital costs in the future. If replaced separately an engine would cost \$475,000- \$500,000 and a tender \$280,000- \$300,000 for a total of \$775,000- \$800,000 therefore saving tax payers approximately \$175,000. Disadvantages: 1)2,500-3,000 gallon tank instead of 3,200 gallons but we would still utilize area departments as we do now and as they do us for water in the rural areas. Does not affect ISO rating in the rural. Recommendation is that it is clearly shown that the advantages greatly outweigh the really single disadvantage and is a better utilization of taxpayer money, saves future and capital costs and downsizing the number fleet but not sacrificing services provided

Village of Mukwonago 5 Year Capital Improvement Plan

Updated	Department	Equipment or Name of Capital Improvement Project	Year(s) Planned	Cost Allocation					Total Cost (Calculated Field)	Revised Estimate over previous plan or New item not on previous plan	Priority (High Medium Low)	Fund	Funding	Comments (e.g. explanation of priority)	Project Description
				TID	Village	Town of Mukwonago (share of Fire Dept. Equipment Only)	Water	Sewer							
	Fire	Station Dorm Addition - Total Cost is Village	2017		250,000				250,000	yes - from \$180,000	1-High	480	Debt	Have to have facilities to accommodate staffing that live outside the area.	This project is to remodel and expand the current sleeping quarters at Station 1. Currently there are three dorm rooms, one is occupied by the full time staff and the other can house two individuals each. Approximately 30-35% of the staff lives outside the Mukwonago response area, they are required to be within a two mile radius of the response area while on duty and they can stay with family, friends or at the station. As the numbers for Paid on Call (POC) staffing continues, as well as the availability of POC staff in the Mukwonago area decline locally and nationwide, it is important that we offer these individuals the benefit of sleeping at our station while on duty. Advantages: Quicker response times by having staffing at the station instead of responding from a residence. Recruitment and retention tool to those that live outside the response area increases our pool of POC staff. Additional POC staff keeps costs of personnel down and decreases the need for additional fulltime for a longer period of time. Disadvantages: Cannot build up on the current structure and must build out or have a free standing building. Recommendation is to expand the current structure and add 6 more dorm rooms that meet current code
	Police	Evidence Room Equipment	2017		7,500				7,500	New	2-Medium	430	Taxes	Forensic Phone Recovery System	This will allow our evidence technicians to download information from cellular phones in our evidence lab. Currently, we either take the phone to the Sheriff's Department or the Department of Justice in Madison to obtain evidence from cellular phones (call logs, photographs, text messages, etc...) The current turn around time to return the phone to the victim or suspect can be from 1 week to 1 month. With this equipment, we will be able to examine and download the information much quicker and return the phone to victims within 1 or 2 days.
	Police	Evidence Room Ventilation System	2017		13,000				13,000	Yes - from \$20,000	1-High	430	Taxes		New studies have shown that law enforcement evidence rooms are posing serious health hazards to people working in the rooms. They are filled with boxes and bags of biological evidence, illegal substances and narcotics. Guidelines require the narcotics storage room be impervious to entry. This results in poor ventilation and humidity, which are perfect for growth of molds and fungi. This money will be used to install a negative pressure ventilation system that vents outside the building.
	Police	Squad Cars & equipment	2017		72,000				72,000	yes - from \$66,000	1-High	430	Taxes	Replace 2 marked squads	Replace the 2013 Dodge Chargers. Increase due to price increases of equipment installed and also the cost of sending squads out to be equipped
	Water	SCADA Improvements	2017						25,000		1-High	610	Reserves		Improvement to plc's to eliminate nuisance alarms and reduce overtime pay. Will help effectively and efficiently diagnosis issues and replace outdated components that can no longer be serviced.
	Water	Water Meters	2017						70,000	yes - from \$57,000	2-Medium	610	Reserves		Water meters require periodic replacement. The new meters being installed are more accurate, which will insure customers are properly charged for water consumption and sewage treatment. Figure also represents potential new meter installations
	Water	Watermain and service transfers	2017						250,000	yes - from \$160,000	2-Medium	610	Reserves		Water services serving residents transferred from the 4 inch main to the paralleling 8 inch water main. Intended to reduce the cost of water main leaks
	Water	Well 3 Generator & Transfer Switch	2017						100,000		1-High	610	Reserves		Replace back up generator and back up engine for pump and controls. Replace with new generator and transfer switch to ensure immediate pumping capability in an emergency.
	Water	Well 4 Generator & Transfer Switch	2017						185,000		1-High	610	Reserves		Replace back-up generator, transfer switch and add VFD's on booster pumps to supply immediate pumping. Replace with new generator and transfer switch to ensure capability in an emergency and daily energy savings.
	Water	Well 5 Well Cleaning	2017						30,000		2-Medium	610	Reserves		Well # 5 contains the highest amount of iron in our operation. Cleaning of the well and screen would create an opportunity for a higher quality of water and improved production. The end result could decrease the increasing chemical costs.
	WWTP	Primary Clarifier Rebuild (North a	2017						120,000		1-High	620	ERF		All components have exceeded their life expectancy and are in absolute need of replacement. It is expected to make it through to summer for repairs but complete failure is looming.
	WWTP	Step Screen / Wash Press Rebuild	2017						30,000		2-Medium	620	ERF		Was installed in 2007 and recommended for rebuild every 10 years. We have been experiencing periodic failures and have recently had to rebuild the compactor portion a year ago.
	Bldg.-Inspector	4WD Vehicle	2018		20,000				20,000		1-High	430	Taxes	Replacing 1999 Ford Explorer with 105,000 miles	Purchase newer used 4WD vehicle
	Bldg.-Inspector	Ricoh Large Document Printer	2018		8,000				8,000		2-Medium	430	Taxes	On-site printer for large document scanning and printing	Ability to scan / print large documents and blueprints
	DPW-Other	Indian Head Park & Village Hall Parking Lot	2018		125,000				125,000		2-Medium	480	Debt	Pavement showing sign of structural deficiencies	The parking lot at Indian Head Park is showing signs of structural deterioration. The lot at the Village Hall is showing signs of asphalt deterioration due to drainage issues
	DPW-Other	Miniwauken Park Path Extension	2018		25,000				25,000		3-Low	480	Taxes		This project would connect the 2 ends of our existing path and the multi-use trail on Holz Parkway by using the old R.R. bed on the WE Energies R.O.W. Building of the base for the path could be done in conjunction with Village milling and paving projects.
	DPW-Other	Repair Pick and Save retention pond	2018		210,000				210,000		1-High	480	Debt	Repairs are needed at the inlet and shorelines due to erosion. The pond is operating at a minimum and needs a redesign to increase the % of TSS removal.	Repair the erosion on the pond inlet and shoreline. Reconstruct pond to increase the percentage of suspended solids.
	DPW-Other	Tid #3 Pond repairs	2018		10,000				10,000		1-High	500	Storm Water Utility	Shoreline is starting to erode	Repair shore w and vegetate
	DPW-Other	Tuck Point & Repaint DPW Shop Building	2018		75,000				75,000		1-High	480	Debt	Visible joint cracks	Grind and tuck points joints in the masonry block. Repaint building.
	DPW-Other	West Municipal Parking Lot	2018		76,000				76,000		2-Medium	480	Reserves		Resurface, improve drainage and connect lots behind the museum; provides additional parking spaces; defer to 2016 per J. Weidl
	DPW-Roads	Armstrong, Gordon and Lovell Courts, Mukwonago Dr(Honeywell Rd. to Conrad Ct.) Mill, Shape & Repave	2018		270,000				270,000		2-Medium	480	Debt	Pavement showing signs of deterioration	Streets were built in 1986 and the pavement is showing signs of significant deterioration. In their current state they are not candidates for the street maintenance procedures.
	DPW-Roads	Jefferson Ave, Andrews & Field St. Mill, Shape & Repave	2018		325,000				325,000	yes - from \$250,000	2-Medium	480	Debt	Pavement showing signs of deterioration	Streets were built in 1986 and the pavement is showing signs of significant deterioration. In their current state they are not candidates for the street maintenance procedures.
	DPW-Roads	Meacham St. Rebuild - Project	2018		100,000				100,000		2-Medium	480	Reserves	Replaces a 40 year old road; combine with Jefferson Project in 2018	Meacham St. (Paved in 1973) Street is showing signs of structural defects. Street is technically a dead end with no cul-de-sac (egress out of the dead end is a private alley); 33 Ft. R.O.W. 16 Ft. road width and 211 Ft. in length; Currently built without curb, gutter and public sidewalk; Three driveways enter into the street and one vacant lot; Utility work will be needed (Projected cost \$37,000); Projected reconstruction costs \$ 90,000 (curb and gutter)

Village of Mukwonago 5 Year Capital Improvement Plan

Updated	Department	Equipment or Name of Capital Improvement Project	Year(s) Planned	Cost Allocation					Total Cost (Calculated Field)	Revised Estimate over previous plan or New item not on previous plan	Priority (High Medium Low)	Fund	Funding	Comments (e.g. explanation of priority)	Project Description
				TID	Village	Town of Mukwonago (share of Fire Dept. Equipment Only)	Water	Sewer							
	DPW-Roads	Road Maintenance Program	2018		150,000				150,000		1-High	480	Debt	Continuation of road program	Currently the Village dedicated \$150,000 annually for 2014-15. Anticipate same annual funding through 2018. The road maintenance program is designed to preserve Village streets by spending less money earlier in their life thus increasing the life expectancy. Projects that fall under this program include crack sealing, spot sealing, Micro-surfacing and spot patching of asphalt
	Fire	Replacement of LP15 (1)	2018		20,000	20,000			40,000	new	1-High	430	Taxes	Cardiac Monitor has met its useful longevity	Requirement for EMS services
	Fire	Replacement of Ventilator (1)	2018		10,000	10,000			20,000	new	1-High	430	Taxes	Ventilator has met its useful longevity	Requirement for EMS services- 10 year lifespan
	Police	Furnace Replacement	2018		25,000				25,000	Yes - from \$30,000	2-Medium	430	Taxes	Replace 6 furnaces (18 years old)	Replace all six furnaces in the building. They will be 18 years old by this time and this would allow us to put something more energy efficient in use
	Police	Squads & equipment	2018		68,000				68,000	Yes- from \$66,000	1-High	430	Taxes	Replace 1 marked squad & Squad #33 (pickup)	Replace 1 marked squad and the pickup (Squad #33). Squad 33 is a 1998 Chevrolet 4x4 crew cab that we obtained in 2006 from the Law Enforcement 1033 program. The vehicle previously belonged to the United States Military. Current (2016) mileage is approximately 136,000. Squad 33 contains our cones and barricades. It is used at scenes to transport large amounts of evidence or larger items.
	Water	Paint I-43 Tower	2018				300,000		300,000	yes - from \$12,000	2-Medium	610	Reserves		The water tower will need painting. We expect that it will also be done in a manner tied to the Village Branding exercise
	Water	SCADA Improvements	2018				20,000		20,000		1-High	610	Reserves		Improvement to plc's to eliminate nuisance alarms and reduce overtime pay. Will help effectively and efficiently diagnosis issues.
	Water	Water Meters	2018				60,000		60,000	yes - from \$50,000	2-Medium	610	Reserves		Water meters require periodic replacement. The new meters being installed are more accurate, which will insure customers are properly charged for water consumption and sewage treatment. Figure also represents potential new meter installations
	WWTP	Pick Up complete with Snow plow	2018				38,000		38,000		2-Medium	620	Reserves		Replace vehicle, while there is a reasonable resale value for the existing vehicle.
	WWTP	Vactor Jetter	2018				350,000		350,000	yes - From \$320,000	2-Medium	620	Reserves		The Jetter truck is used to clean the sanitary sewers and vacuum the debris. The truck is also used by Water and DPW for use in cleaning and digging holes, as necessary. Water contributes \$10,000 per year toward the replacement of the vehicle to the WWTP
	DPW-Equip	4WD 3/4 ton Truck with Plow	2019		40,000				40,000		2-Medium	430	Debt	Replaces two pickup trucks	This truck would be a replacement for 2 pickup trucks. One is a 97 Chevrolet with 119,000 miles. The second truck is a 2002 Ford 1 ton 4 wheel drive pickup with 75,000 miles that was donated to PW from the Utilities
	DPW-Equip	5900 Toro Mower	2019		85,000				85,000		2-Medium	430	Debt	Replaces 2009 unit	The current 5900 Toro is the work horse of our mowing operation. Run times average 1200 hours per year. When the current 5900 was purchased we didn't trade our previous unit in. We chose to keep that unit as spare. We would take the same approach when a replacement unit is purchased. The mowers would then be placed on a 10 year replacement cycle as the primary mower and then a 10 year cycle as the spare to compete the 20 replacement plan for this type of mower.
	DPW-Equip	Zero Turn Mower	2019		16,000				16,000		2-Medium	430	Debt	Replaces 2006 unit	The new mower would replace our current 2006 John Deere Mower
	DPW-Other	Phantom Glen Bathroom & Pavilion Upgrade	2019		25,000				25,000		2-Medium	480	Debt		The current bathroom facilities at this park were built to the mid seventies codes. The project would include proper handicap accessibility and modern fixtures to create a more efficient building.
	DPW-Other	Storm pond Maintenance and repairs	2019		25,000				25,000			480	Debt	Several ponds need dredging and shoreline repairs	Dredge ponds as needed and repair shorelines
	DPW-Roads	Road Maintenance Program	2019		200,000				200,000		1-High	480	Debt	Continuation of road program	Preserving the village streets, increasing life expectancy
	Fire	Ambulance 3453 Remount	2019		72,500	72,500			145,000		1-High	320	Reserves	Replacement for 9 year old Ambulance.	2009 Ford Ambulance Remount E3453
	Fire	Replacement of LP15 (1)	2019		20,000	20,000			40,000	new	1-High	430	Taxes	Cardiac Monitor has met its useful longevity	Requirement for EMS services
	Fire	Replacement of Ventilator (1)	2019		10,000	10,000			20,000	new	1-High	430	Taxes	Ventilator has met its useful longevity	Requirement for EMS services- 10 year lifespan
	Police	Sallyport/Training Room	2019		400,000				400,000		2-Medium	480	Debt	Expand sallyport garage & add training room	Build a new police garage and transform the current garage into a training area. The training area would consist of a classroom and then a large training area for the hands on training required.
	Police	Squads & equipment	2019		68,000				68,000	yes - from \$67,000	1-High	430	Taxes	Replace 2 squads	Continue our goal of replacing two squads every year. This allows us to keep squad maintenance expenses lower and to provide officers with reliable vehicles to perform their duties. It also allows us to get a better return on our older squads.
	Police	Training Room Equipment	2019		40,000				40,000		2-Medium	430	Debt	Pads, smart board, furniture, etc... For training room	Purchase pads, tables, chairs, smart board and other equipment needed for the training room in the expansion above.
	Water	Paint North Tower	2019				300,000		300,000	yes - from \$12,000	2-Medium	610	Reserves		The water tower will need painting. We expect that it will also be done in a manner tied to the Village Branding exercise
	Water	Roofing & Siding Repairs Well #3	2019				25,000		25,000	yes - from \$15,000	2-Medium	610	Reserves		Well #3
	Water	Service Truck with Valve Exerciser	2019				65,000		65,000		2-Medium	610	Reserves		Replace vehicle, while there is a reasonable resale value for the existing vehicle.
	Water	Water Meters	2019				60,000		60,000	yes - from \$40,000	2-Medium	610	Reserves		Water meters require periodic replacement. The new meters being installed are more accurate, which will insure customers are properly charged for water consumption and sewage treatment. Figure also represents potential new meter installations
	WWTP	Asphalt repair-maintenance	2019				30,000		30,000		2-Medium	620	Reserves		Repair to WWTP Driveway
	DPW-Equip	Snow Patrol Truck	2020		185,000				185,000		1-High	430	Debt		
	DPW-Other	Storm pond Maintenance and repairs	2020		25,000				25,000			480	Debt	Several ponds need dredging and shoreline repairs	Dredge ponds as needed and repair shorelines
	DPW-Roads	Repave remainder of River Park Estates	2020		900,000				900,000		1-High	480	Debt	Replaces a 30-35 year old road system	
	Fire	Brush Truck 3481 replacement	2020		20,000	20,000			40,000	new	2-Medium	320	Reserves	Replacement for 31 year old apparatus.	Replace and design apparatus for wildland firefighting. Currently the vehicle is a pickup truck not designed for firefighting
	Fire	Replacement of LP15 (1) \$40,000	2020		20,000	20,000			40,000	new	1-High	430	Taxes	Cardiac Monitor has met its useful longevity	Requirement for EMS services
	Fire	Replacement of Ventilator (1)	2020		10,000	10,000			20,000	new	1-High	430	Taxes	Ventilator has met its useful longevity	Requirement for EMS services- 10 year lifespan
	Fire	SCBA and Compressor Replacement	2020		137,500	137,500			275,000	yes - from \$250,000	1-High	430	Debt	Equipment can no longer be in-service as it has met its maximum lifespan	Equipment can no longer be in-service as it has met its maximum lifespan
	Police	Carpet & Office Furniture	2020		30,000				30,000		2-Medium	430	Taxes		Replace the carpeting and office furniture in the some of the offices. The carpet and office furniture will be in place for 20 years at this time.

Village of Mukwonago 5 Year Capital Improvement Plan

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				TID	Village	Town of Mukwonago (share of Fire Dept. Equipment Only)	Water	Sewer							
	Police	Squads & equipment	2020		68,000				68,000	yes - from \$67,000	1-High	430	Taxes	Replace 2 squads	Continue our goal of replacing two squads every year. This allows us to keep squad maintenance expenses lower and to provide officers with reliable vehicles to perform their duties. It also allows us to get a better return on our older squads.
	Water	Pick Up Truck	2020					39,500	39,500		2-Medium	610	Reserves		Replace vehicle, while there is a reasonable resale value for the existing vehicle.
	Water	Water Meters	2020					60,000	60,000	yes - from \$40,000	2-Medium	610	Reserves		Water meters require periodic replacement. The new meters being installed are more accurate, which will insure customers are properly charged for water consumption and sewage treatment. Figure also represents potential new meter installations
	Water	Well 5 Screen Cleaning	2020					30,000	30,000		2-Medium	610	Reserves		Well #5 contains the highest amount of iron in our operation. Cleaning of the well and screen would create an opportunity for a higher quality of water and improved production.
	DPW-Other	Repair concrete, Fire St 1	2021		30,000				30,000		2-Medium	480	Debt	Concrete joint are starting to ravel.	Remove and replace sections of concrete
	DPW-Other	Repair Village Hall concrete steps and sidewalk. Rebuild retaining wall	2021		30,000				30,000		1-High	480	Debt	The front steps are starting to slide causing the lower walk to heave. Sidewalks at the north side of the building are starting to ravel at the joints. North retaining wall is starting to decompose.	
	DPW-Other	Replace rooftop furnaces/air conditioners at Fire Station 1	2021		60,000				60,000		2-Medium	480	Debt	The 3 units are 12 years old. Major repairs completed on 2 units in 2015.	
	DPW-Other	Storm pond Maintenance and repairs	2021		25,000				25,000			480	Debt	Several ponds need dredging and shoreline repairs	Dredge ponds as needed and repair shorelines
	DPW-Roads	Pulverize and repave Edgewood Ave & Maple Ave	2021		750,000				750,000		2-Medium	480	Debt		Road are showing signs of structural defects.
	DPW-Roads	Road Maintenance Program	2021		200,000				200,000		1-High	480	Debt		Preserving the village streets, The road maintenance program is designed to preserve Village streets by spending less money earlier in their life thus increasing the life expectancy. Projects that fall under this program include crack sealing, spot sealing, Micro-surfacing and spot patching of asphalt
	Fire	Replacement of LP15 (1)	2021		20,000	20,000			40,000	new	1-High	430	Taxes	Cardiac Monitor has met its useful longevity	Requirement for EMS services
	Fire	Replacement of Ventilator (1)	2021		10,000	10,000			20,000	new	1-High	430	Taxes	Ventilator has met its useful longevity	Requirement for EMS services- 10 year lifespan
	Police	Squads & equipment	2021		68,000				68,000		1-High	430	Taxes	Replace 2 squads	Continue our goal of replacing two squads every year. This allows us to keep squad maintenance expenses lower and to provide officers with reliable vehicles to perform their duties. It also allows us to get a better return on our older squads.
	Water	Pick Up Truck	2021					40,000	40,000		2-Medium	610	Reserves		Replace vehicle, while there is a reasonable resale value for the existing vehicle.
	Water	Water Meters	2021					60,000	60,000		1-High	610	Reserves		
	WWTP	Pick Up Truck	2021					30,000	30,000		2-Medium	620	Reserves		Replace vehicle, while there is a reasonable resale value for the existing vehicle.
	Water	Water Loop Dewey Drive Industrial Park	2017 ?						0		1-High	610	Reserves		Need to connect water main on Wolf Run to new Industrial Park (Dewey Dr). Currently, if a break occurs, the entire Industrial Park would be without service. Looping would help to ensure constant water service and fire protection. This project should be done in conjunction with future industrial development (if done soon) to save cost and ensure proper sizing as a booster station may be needed to serve future developments on land to the south.
					0	8,477,500	675,000	1,769,500	648,000	11,570,000					

Row Labels 2017	Department	Sum of Town of Mukwonago (share of				
		Sum of TID	Sum of Village	Fire Dept Equipment Only)	Sum of Water	Sum of Sewer
Debt	DPW-Equip					
	1-High					
	Snow Patrol Truck		165,000			
	2-Medium					
	Loader / Back Hoe		120,000			
	DPW-Other					
	1-High					
	Repair Pick and Save retention pond		30,000			
	2-Medium					
	Heating Upgrade In DPW Garage		45,000			
	3-Low					
	Miniwauken Shelter Electric & Security Lighting		10,000			
	Phantom Glen Parking Lot & Boat Ramp		75,000			
	DPW-Roads					
	1-High					
	Front St. Rebuild		275,000		50,000	50,000
	Road Maintenance Program		150,000			
	2-Medium					
	Field Park Road Pulverize, Reshape & Pave		80,000			
	Mill & Pave Oakland Ave., Lincoln Ave, Grand Ave. and Division St.		682,000			
	Fire					
	1-High					
	Station Dorm Addition - Total Cost is Village		250,000			
	Multi-functional fire apparatus Pumper/Tender (Engine 3461 and Tender 3492					
	Replacement)		325,000	325,000		
Debt Total			2,207,000	325,000	50,000	50,000
Taxes	Police					
	1-High					
	Squad Cars & equipment		72,000			
	Evidence Room Ventilation System		13,000			
	2-Medium					
	Evidence Room Equipment		7,500			
Taxes Total			92,500			
Reserves	DPW-Other					
	1-High					
	CORP (Comprehensive Park Plan Updated)		30,000			
	2-Medium					
	Purchase 10 acres of land from St James Church		250,000			
	DPW-Roads					
	1-High					
	NN/STH 83 & Holz Parkway Reconstruction		751,000			
	Water					
	1-High					
	SCADA Improvements				25,000	
	Well 3 Generator & Transfer Switch				100,000	
	Well 4 Generator & Transfer Switch				185,000	
	2-Medium					
	Water Meters				70,000	
	Watermain and service transfers				250,000	
	Well 5 Well Cleaning				30,000	
Reserves Total			1,031,000		660,000	

Row Labels	Department	Sum of Town of Mukwonago (share of				
		Sum of TID	Sum of Village	Fire Dept Equipment Only)	Sum of Water	Sum of Sewer
Parkland Site Reserve & Belinkski \$\$	DPW-Other 2-Medium Fairwinds Park Play Structure		40,000			
Parkland Site Reserve & Belinkski \$\$ Total			40,000			
ERF	WWTP 1-High Primary Clarifer Rebuild (North and South) 2-Medium Step Screen / Wash Press Rebuild					120,000
ERF Total						150,000
2017 Total			3,370,500	325,000	710,000	200,000

Row Labels 2018	Department	Sum of Town of Mukwonago (share of				
		Sum of TID	Sum of Village	Fire Dept Equipment Only)	Sum of Water	Sum of Sewer
Debt	DPW-Other					
	1-High					
	Repair Pick and Save retention pond		210,000			
	Tuck Point & Repalint DPW Shop Building		75,000			
	2-Medium					
	Indian Head Park & Village Hall Parking Lot		125,000			
	DPW-Roads					
	1-High					
	Road Maintenance Program		150,000			
	2-Medium					
	Armstrong, Gordon and Lovell Courts, Mukwonago Dr(Honeywell Rd. to Conrad Ct.) Mill, Shape & Repave		270,000			
	Jefferson Ave, Andrews & Field St. Mill, Shape & Repave		325,000			
Debt Total			1,155,000			
Taxes	DPW-Other					
	3-Low					
	Miniwauken Park Path Extension		25,000			
	Fire					
	1-High					
	Replacement of LP15 (1)		20,000		20,000	
	Replacement of Ventilator (1)		10,000		10,000	
	Police					
	1-High					
	Squads & equipment		68,000			
	2-Medium					
	Furnace Replacement		25,000			
	Bldg-Inspector					
	1-High					
	4WD Vehicle		20,000			
	2-Medium					
	Ricoh Large Document Printer		8,000			
Taxes Total			176,000		30,000	
Reserves	DPW-Other					
	2-Medium					
	West Municipal Parking Lot		76,000			
	DPW-Roads					
	2-Medium					
	Meacham St. Rebuild - Project		100,000			
	Water					
	1-High					
	SCADA Improvements				20,000	
	2-Medium					
	Paint I-43Tower				300,000	
	Water Meters				60,000	
	WWTP					
	2-Medium					
	Vactor Jetter					350,000
	Pick Up complete with Snow plow					38,000
Reserves Total			176,000		380,000	388,000
Storm Water Utility	DPW-Other					

Row Labels	Department	Sum of TID	Sum of Village	Sum of Town of Mukwonago (share of Fire Dept Equipment Only)	Sum of Water	Sum of Sewer
Storm Water Utility	1-High Tid #3 Pond repairs		10,000			
Storm Water Utility Total			10,000			
2018 Total			1,517,000	30,000	380,000	388,000

Row Labels 2020	Department	Sum of Town of Mukwonago (share of			Sum of Water	Sum of Sewer
		Sum of TID	Sum of Village	Fire Dept Equipment Only)		
Debt	DPW-Equip 1-High Snow Patrol Truck		185,000			
	DPW-Other (blank) Storm pond Maintenance and repairs		25,000			
	DPW-Roads 1-High Repave remainder of River Park Estates		900,000			
	Fire 1-High SCBA and Compressor Replacement		137,500	137,500		
Debt Total			1,247,500	137,500		
Taxes	Fire 1-High Replacement of Ventilator (1)		10,000	10,000		
	Replacement of LP15 (1) \$40,000		20,000	20,000		
	Police 1-High Squads & equipment		68,000			
	2-Medium Carpet & Office Furniture		30,000			
Taxes Total			128,000	30,000		
Reserves	Fire 2-Medium Brush Truck 3481 replacement		20,000	20,000		
	Water 2-Medium Water Meters				60,000	
	Well 5 Screen Cleaning				30,000	
	Pick Up Truck				39,500	
Reserves Total			20,000	20,000	129,500	
2020 Total			1,395,500	187,500	129,500	

Row Labels 2021	Department	Sum of Town of Mukwonago (share of					
		Sum of TID	Sum of Village	Fire Dept Equipment Only)	Sum of Water	Sum of Sewer	
Debt	DPW-Other						
	1-High						
	RepairVillage Hall concrete steps and sidewalk. Rebuild retaining wall		30,000				
	2-Medium						
	Repair concrete, Fire St 1		30,000				
	Replace rooftop furnaces/ait conditioners at Fire Station 1		60,000				
	(blank)						
	Storm pond Maintenance and repairs		25,000				
	DPW-Roads						
	1-High						
	Road Maintenance Program		200,000				
	2-Medium						
	Pulverize and repave Edgewood Ave & Maple Ave		750,000				
Debt Total			1,095,000				
Taxes	Fire						
	1-High						
	Replacement of LP15 (1)		20,000		20,000		
	Replacement of Ventilator (1)		10,000		10,000		
	Police						
	1-High						
	Squads & equipment		68,000				
Taxes Total			98,000		30,000		
Reserves	Water						
	1-High						
	Water Meters				60,000		
	2-Medium						
	Pick Up Truck				40,000		
	WWTP						
	2-Medium						
	Pick Up Truck					30,000	
Reserves Total					100,000	30,000	
2021 Total			1,193,000		30,000	100,000	30,000

Row Labels	Department	Sum of Town of Mukwonago (share of				
		Sum of TID	Sum of Village	Fire Dept Equipment Only)	Sum of Water	Sum of Sewer
2017 ?						
Reserves	Water 1-High					
Reserves Total	Water Loop Dewey Drive Industrial Park					
2017 ? Total						
Grand Total			8,477,500	675,000	1,769,500	648,000



Village of Mukwonago

AGENDA ITEM REQUEST FORM

Committee/Board:	Finance
Topic:	ADM Treasury Management Services
From:	Diana Doherty
Department:	Finance
Presenter:	Diana Doherty
Date of Committee Action (if required):	September 6, 2016
Date of Village Board Action (if required):	September 20, 2016

Information

Subject: Consideration of utilizing American Deposit Management Co. (ADM) for Treasury Services

Background Information/Rationale: The Village has multiple bank accounts set up as depositories for cash. None of them offer a particularly high interest rate and there are concerns with the safety of the funds held in excess of FDIC limits and state pool protections. Companies that offer Treasury services manage funds by depositing them across many more banks than would be practical for a municipality to do, thereby staying within FDIC limits. These funds are also invested and yield a higher interest rate than local banks, even after Treasury management fees are deducted.

Key Issues for Consideration: I would like to use ADM for Treasury services. Village Trustee Jay Vermeulen is employed by ADM. Atty Blum sent a letter to ADM and verified certain criteria with their CEO to avoid any conflict of interest issues. I would like the Village Board to review that letter and decide if they are comfortable with us entering into a contract with ADM based on that particular issue. Outside of that decision, there are a couple of contractual items that Atty Blum is seeking clarification on. Once we have resolution on those, I will be asking the board to approve a resolution to enter into a contractual relationship with ADM.

Fiscal Impact (If any):

Requested Action by Committee/Board: Approve pursuing ADM for Treasury management services after considering the conflict of interest issue. I will request formal approval to enter into a formal contract pending resolution of other issues related to contract terms.

Attachments

Attorney Blum letter and response from ADM.

LAW OFFICES OF
HIPPENMEYER, REILLY, MOODIE & BLUM, S.C.

ROBERT B. MOODIE
MARK G. BLUM
THOMAS G. SCHMITZER
LORI J. FABIAN

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RICHARD S. HIPPENMEYER
(1911-1979)
WILLIAM F. REILLY
(1932-2007)

EMAIL: MGBLUM@HRMBLAWFIRM.COM

August 26, 2016

Via Email (ddoherty@villageofmukwonago.com) ONLY

Ms. Diana Doherty
Village of Mukwonago Finance Director
440 River Crest Court, P.O. Box 206
Mukwonago, WI 53149

Re: American Deposit Management Company

Dear Diana:

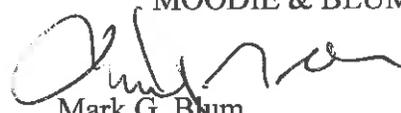
Enclosed is a letter which I have received from Kelly Brown of American Deposit Management relative to the potential relationship between the Village and ADM. As you can see, she has signed the copy of the letter I had previously forwarded to her regarding Mr. Vermeulen's relationship to this account. However, she has also included a letter further clarifying the situation, indicating the account representative who would be assigned to our account would be Jacob Stark and that Mr. Vermeulen would not receive any compensation or otherwise receive any benefit as a result of the contract between ADM and the Village.

Please let me know if you have any questions or concerns relative to this matter. I believe that the receipt of these pieces of correspondence resolve any ethical issues that might otherwise exist in this situation and therefore, I believe we can proceed to contract with ADM is that is the desire of the Village Board.

Thank you for your consideration of these matters.

Sincerely,

HIPPENMEYER, REILLY,
MOODIE & BLUM, S.C.


Mark G. Blum
Village Attorney

MGB/jb

Enc.

Cc: Mr. John Weidl

LAW OFFICES OF
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(1932-2007)

EMAIL: MGBLUM@HRMBLAWFIRM.COM

August 16, 2016

Ms. Kelly A. Brown
American Deposit Management Company
505 Well Street, Suite 200
Delafield, WI 53018

COPY

Re: Village of Mukwonago

Dear Ms. Brown:

Please be advised that this office represents the Village of Mukwonago. As you know, Mr. Jay Vermeulen is a Trustee of the Village of Mukwonago and he has communicated with Village Staff regarding the potential of the Village entering into a contractual relationship with American Deposit Management Company to provide services to the Village.

As you may be aware, Wisconsin Statute Sec. 19.59 provides a Code of Ethics for Public Officials and therefore, in order to ensure compliance with that Statute, we want to confirm certain facts regarding the relationship and Mr. Vermeulen's position with your company.

1. Mr. Vermeulen will not be the Account Representative assigned to the Village of Mukwonago and will not receive any compensation or consideration, directly or indirectly, as a result of any business relationship the Village may enter into with American Deposition Management Company.
2. Mr. Vermeulen is not a member of the LLC and holds no equity position with the company.

In order to document our compliance with the State Ethics Law and to further document this relationship for the benefit of our auditors, I would ask that you confirm these facts via signing the enclosed copy of the correspondence and returning it to me; or to confirm these facts in return correspondence.

Thank you for your consideration of this matter.

Sincerely,

HIPPENMEYER, REILLY,
MOODIE & BLUM, S.C.

Mark G. Blum
Village Attorney

MGB/jb
Enc.

Cc: Ms. Diana Doherty
Mr. John Weidl



Kelly A. Brown



Mark Blum
Hippenmeyer, Reilly, Moodie & Blum, S.C.
730 Clinton Street
Waukesha, WI 53187-0786

Re: Village of Mukwonago/Jay Vermeulen

Dear Mr. Blum,

I am in receipt of your letter dated August 16, 2016 referencing your need to confirm certain facts as they pertain to Jason Vermeulen, SVP Administration at The American Deposit Management Co. (ADM).

- 1) In the event the Village of Mukwonago becomes a client of ADM, Mr. Vermeulen will not be the Account Representative assigned to the client relationship. The Village would be serviced by Mr. Jacob Stark, SVP Sales & Marketing along with Jen
- 2) Mr. Vermeulen does not and will not receive compensation, directly or indirectly as the result of a business relationship with Village of Mukwonago or any other client of ADM.
- 3) Mr. Vermeulen does not have an equity position with ADM and is not a member of our limited liability company (LLC).

If there is any additional information the Village needs, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink that reads "Kelly A. Brown". The signature is written in a cursive style and is positioned above the printed name and title.

Kelly A. Brown
CEO/Managing Partner



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

VILLAGE OF MUKWONAGO

SPECIAL EVENT PERMIT APPLICATION

Application Fee: See fee sheet

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

ORGANIZATION INFORMATION

Name of Organization: Mukwonago Rotary Club
Mailing Address: 827 S. Rochester St Ste 112 City: Mukwonago State: WI Zip: 53149
Phone Number: 262 363 4141 Is the organization a 501(c)3 organization?: YES NO
Website Address: Mukwonagorotary.org
Event Contact Person: Einar C. Swang
Mailing Address: 927 S. Rochester St Ste 112 City: Mukwonago State: WI Zip: 53149
Home Phone: 262 965 3586 Work Phone: 262 363 4141 Cell Phone: _____
Email Address: riverviewdental@centurytel.net

EVENT INFORMATION

Name of the Event: Jack-o-lantern Jaunt Date(s) of the Event: October 14, 15th 2016
Event Start Time: 5pm Event End Time: 10pm
Location of the Event: Field Park

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

Jack-o-lantern Jaunt - Halloween Haunt.
Friendly Family Event highlighting Carved Jack-o-lanterns
and a haunted house for younger children
proceeds back to Community for local projects.

E. Based on the class definitions found in the manual, what class is your event? CLASS I CLASS II

F. Estimated # of participants: 60-100 Spectators: 2000 Vendors: 2

girl Scouts
Scotts Dogs

OTHER INFORMATION

- A. Is there an outdoor bar that will serve alcohol? *If yes, temporary Class B beer and/or wine (picnic) and operator (bartender) licenses are necessary under separate application.* YES NO
- B. Please list the number of Village of Mukwonago licensed bartenders that will be on site: NA
- C. Will you be selling/serving food? *If yes, you will need to contact Waukesha County Health Department (262-896-8300) for proper permits.* YES NO
- D. Will your event need electricity? *If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized.* YES NO
- E. Will you be setting up any lighting? *If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized.* YES NO
- F. Will your event require any fencing? *If yes, please provide plans for the fencing location and the gates.* YES NO
- G. Does your event involve fireworks? *If yes, you will need to contact the Fire Department (262-363-6426) for proper permits.* YES NO
- H. Does your event involve amplified music? YES NO
If yes, will the amplified music be a: Band DJ Other
Hours of amplified music: 6-9:30 PM
- I. Please list the number of security staff you will be providing for the event: 12
- J. Will you need barricades provided by the Village for your event? YES NO
If yes, how many? 8
- K. Will you be erecting any tents, canopies, or other temporary structure(s)? *If yes, please provide a plan for their proposed locations. The Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event.* YES NO
- L. Will you be providing portable restrooms and wash stations? *If yes, please provide a description of how many restrooms/wash stations will be provided, their locations, and the plan for how solid waste will be disposed of.* YES NO
- M. Will you provide parking for your participants? *If yes, please provide a plan describing where parking will be available.* YES NO
- N. Will you provide dumpster/clean-up services? *If yes, please provide a clean-up and refuse collection plan.* YES NO
- O. What other assistance do you foresee needing from the Village (personnel, materials, equipment, etc.)?
None.

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

INSURANCE REQUIREMENTS

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

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

PROCEDURAL CHECKLIST FOR SPECIAL EVENT PERMIT REVIEW AND APPROVAL

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

Application:

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

Other Documents:

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

DEPOSIT REQUIREMENTS

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

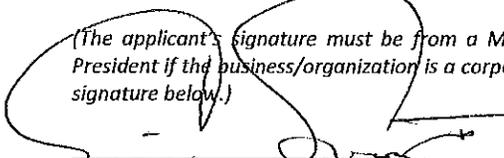
TERMINATION OF AN EVENT

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

CERTIFICATION

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

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


 Signature - Applicant
 Einar P. Svang
 Name & Title (PRINT)
 77-16
 Date

 Signature - Applicant

 Name & Title (PRINT)

 Date

FOR OFFICE USE ONLY			
Date Fees Paid	Receipt #	Date Deposit Paid	Deposit Returned?
Police Department:	Approved <input type="checkbox"/> Denied <input type="checkbox"/>	Comments: _____	
Fire Department:	Approved <input type="checkbox"/> Denied <input type="checkbox"/>	Comments: _____	
Public Works Department:	Approved <input type="checkbox"/> Denied <input type="checkbox"/>	Comments: _____	
Village Clerk:	Approved <input type="checkbox"/> Denied <input type="checkbox"/>	Comments: _____	
Village Board Approval Date	Village President Signature	Permit #	Issue Date

SPECIAL EVENT PERMIT APPLICATION

CONTACT INFORMATION AND FEES SHEET

DEPARTMENT CONTACTS:

Clerk/Treasurer	(262) 363-6421	Police	(262) 363-6435
Building Inspection	(262) 363-6419	Public Works	(262) 363-6447
Fire	(262) 363-6426	Water/Sewer Utility	(262) 363-6416

VILLAGE PERMIT AND OTHER FEES:

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

Operating Plan: “Craft Beer Restaurant”

Date: August 10, 2016



Mukwonago

WI



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Executive Overview

Paul and Corey-Beth Cielinski want to open a craft beer restaurant near/ in the Village of Mukwonago.

Market Analysis

Having recently moved to the Village of Mukwonago from Wauwatosa, Paul and Corey-Beth noticed the Village could use a neighborhood hangout focused on craft beers and inspired food. Other than fast-food options, Yelp features the following Mukwonago restaurants:

- Fork in the Road (American/ Traditional)
- David Alan Alan Smokehouse* (BBQ/ Opening 2016)
- Antigua Real (Traditional Mexican)
- Boneyard Pub and Grille (Burgers, Chicken Wings)
- Half Time (Sports Bar/ Grill)

Comparing Mukwonago growth forecasts to the State average restaurant per capita statistic (Figure 1 below) it seems the Village can more than support a new on-trend restaurant.

Year	Village Population/ <i>Forecast</i>	WI Average .253 Restaurant Per 100 Capita	Current Village Restaurants/ <i>Forecast</i>
2000	6,152	15.6	Unknown
2005	<u>6,562</u>	16.6	Unknown
2010	6,952	17.6	Unknown
2015	7,383	18.7	<u>5</u>
2020	<u>7,803</u>	19.7	<u>8</u>
2025	<u>8,194</u>	20.7	<u>13</u>
2030	<u>8,544</u>	21.6	<u>20</u>

Figure 1.

Represents un-met demand/ Village financing opportunity

Sources:
<http://www.villageofmukwonago.com/wp-content/uploads/2015/09/Fountain-Park-FAQ-1.pdf>
http://www.statemaster.com/graph/lif_res_percap-lifestyle-resturants-per-capita

Ownership/ Management Structure

Paul Cielinski

- Paul is an operations and technology executive. He has an Executive MBA from Arizona State, a Bachelors in Economics from UW-Milwaukee and paid his way through college in the kitchen and behind the bar for the Los Diablos Restaurant Group (owners of Cafe Hollander, Trocadero, Hi-Hat and The Nomad).
- In addition to working for these on-trend restaurants, Paul has traveled extensively through Central America and Southeast Asia.

Corey-Beth Cielinski

- Corey-Beth is currently a stay at home mom but recently managed a 20+ person salon on the Eastside of Milwaukee. Corey-Beth has also worked in the food service industry in several capacities (Buffalo Wild Wings national staff/ new restaurant trainer).

Ray Goodden

- Paul and Corey-Beth are in talks with Ray Goodden of Anderson Commercial Group to either purchase or begin leasing this property. If a lease is established Ray may become an investor in the business.

Location Being Considered:

110 Main Street, Village of Mukwonago



Currently the Country Porch, 110 Main Street is an ideal location for the Craft Beer Restaurant as the Cielinski's want something that has a neighborhood feel and can maximize other attractions in the area.

The proximity to Wanago Biking, for example, seems particularly ideal. The Cielinski's can see new bike racks in front of this location and are currently reaching out to the DOT to see if the green space in front of 110 can be revitalized (new/ true "square" reminiscent design featuring a fountain, brick patio and updated lighting/ greenscape).



Similar to the Cafe Hollander patio kickstarting the revitalization of downtown Wauwatosa, the Cielinski's foresee this venture kickstarting a revitalization of the historic Mukwonago Village Square. In turn the Cielinski's are hopefully the Village and DOT would permit the new pub/ restaurant to put tables in the space.

Remodel:

Inside 110 Main, the Cielinski's plan a remodel that takes advantage of the structure's historic look/ feel. Assuming the structure can support this plan, the 2nd floor would be cut away in the front of the building to reveal a new 2nd floor balcony/ seating area. The staircase going upstairs would be exposed to the restaurant (current wall between the staircase and main room would be opened) and the front door would be bumped out to make the door to the staircase part of the restaurant.



On the main floor, a 20-30 person bar would be added, a kitchen would be added, a bathroom would be added, and seating for an estimated 50-60 people would be possible (upstairs and down).



The current Country Porch curb appeal would be maintained with the porch, but the Cielinski's would like to remove the current plate glass window and install a large garage door that could be opened (weather permitting).

Brand:

Similar to the successful Cafe Hollander and Nomad bar/ restaurants, the Cielinski's would like this location to be the new go-to location for families, teens and other locals alike. While the Cielinski's are still finalizing a look and feel for this business, the themes will be:

- Craft beers from local WI breweries
- Inspired food, possibly fresh/ thin pizzas and/ or tapas & tacos (see Paul's travel abroad throughout Central America and Southeast Asia).



- We will ALWAYS play local sports on gigantic flat screen TVs. Packers games will be events not to miss. We foresee weekend brunch (a meal not currently being serviced by restaurants in the Village), Bloody Marys and sponsored kick-ball games at the nearby Field Park.



- We hope to partner with Wanago biking and have a strong bicycle theme throughout the establishment.
- We think this is actually a jumping off point to help the Village promote a sense of bike/ walk-ability in the area to residents living in the Village.



Financials:

The Cielinski's have some personal finances to dedicate to this endeavor, Ray Goodden has expressed interest in the business, are considering family participation and are interested in any/ all Village of Mukwonago grant and loans.

Conservative forecasts are being assembled and will be updated once the floor plan and max occupancy have been determined:

- A screenshot is provided below from the forecasting workbook being finalized:
- The Cielinski's family members include:
 - o An accountant from a large Milwaukee-based restaurant chain and
 - o An executive within a restaurant/ commercial kitchen design consultancy.
- These family members are assisting with forecasts and estimates.

	A	B	C	
1	Monday			11am
2	Tables			10
3	Tables Seated			0
4	Occupancy%			0%
5	Seats per table			3
6	Seats taken			0
7	Occupancy%			0%
8	Bar stools			8
9	Stools taken			0
10	Occupancy%			0%
11	\$4	\$ Drinks/ person/ hour		\$0
12	\$6	\$ Food/ person/ hour		\$0
13	TTL			\$0
14				
15				
16	Tuesday			11am
17	Tables			10
18	Tables Seated			0
19	Occupancy%			0%
20	Seats per table			3
21	Seats taken			0
22	Occupancy%			0%
23	Bar stools			8



Committee/Board:	Personnel
Topic:	Updated FMLA Policy
From:	Diana Doherty
Department:	Finance
Presenter:	Diana Doherty or John Weidl
Date of Committee Action (if required):	September 6, 2016
Date of Village Board Action (if required):	September 20, 2016

Information

Subject: Updates to FMLA policy

Background Information/Rationale: Current policy lacks clarity on when to utilize FMLA and how accrued time would be used to compensate employees while on FMLA. All updates to the policy are allowed under FMLA rules.

Key Issues for Consideration: The Village can consider eligible situations as FMLA without the employee initiating the request; the Village can use any paid time the employee has accrued to compensate him/her while on leave; the Village will require medical certification before approving FMLA and before employees are allowed to return to work.

Fiscal Impact (If any):

Requested Action by Committee/Board: Adopt updated policy for inclusion in the employee handbook

Attachments

Updated FMLA policy from Attorney
Memo further clarifying specific issues by Attorney

MEMORANDUM

To: John Weidl and Diana Doherty

From: Attorney Susan M. Love
Attorney Rob Buikema

Date: August 31, 2016

Subject: FMLA Matters

The revised Family and Medical Leave Act Policy is attached. The changes we discussed have been incorporated into the policy. In addition, the answers to the questions which were raised follow. I have also included a chart which summarizes the laws in a side by side comparison with a notation as to the differences.

Questions

You raised the following specific questions:

1. Question on monthly accrual: Our policy states employees don't accrue the 8 hours of sick leave in any month where they are absent 15 or more assigned work days. If they are on FMLA and using paid time, does this still apply? Does it matter if the time they are using is sick leave vs. vacation time? For example, if an employee was taking 4 weeks of vacation as vacation would the employee accrue time? Would the same be true if they are using up their vacation (or accrued sick leave) on FMLA?

The policy specifically states that sick leave will not accrue in any month where the employee is absent 15 or more days. The policy does not define absence. Therefore, a strict reading would mean that an employee would not accrue the benefit time in any month with 15 or more days off whether vacation, sick leave or unpaid leave. In our discussion, you informed us that the Village has not

administered the policy in that manner. The administration of the policy would have no implications on the use of FMLA provided the employees on FMLA are treated the same as all other employees who are being denied the accrual.

You also asked whether the policy could be modified to only apply to unpaid absences. The Village could modify the policy to prohibit accrual only for unpaid absences of 15 or more days per month. However, unless the Village provides unpaid leaves for purposes other than FMLA, such a policy would likely be found to be discriminatory.

2. Questions on survivor benefit in Police & Fire contracts: 1) Does this get paid out whether or not the employee has reached 20 years? 2) Is it a cash payout or does it have to follow the same IRS rules that govern payout at retirement?

The contract language does not include the limitation of 20 years. Further, the benefit would be a cash payout. Since this language appears to be unclear, the Village should seek clarification.

3. What about Holidays that occur when an eligible employee is taking either FMLA or just out on non-FMLA sick leave? The employee handbook states they have to work the day before and after the holiday to be paid unless they have permission to be off. I assume if we are allowing FMLA (whether paid or not) or if they have non-FMLA sick leave they are using, we would pay Holidays as if they had worked the day before and after.

An employee on any approved time off on the day before or after the holiday, whether vacation, FMLA or sick leave, would be entitled to the holiday pay. If the employee is on a federal consecutive leave during a holiday week, the employee is still charged for a full week of Federal FMLA.

4. Can we explicitly spell out what happens in a situation where an employee has more than 12 weeks of sick leave and/or other paid benefits accrued and they are not ready to come back to work after the FMLA 12 weeks are up? If they have the maximum sick leave accrued, they could potentially be out 18 more weeks (plus whatever other paid days they haven't used).

A new paragraph has been added to the Return to Work Section of the FMLA Policy. The policy is a general, rather than specific statement. Once the FMLA is exhausted, the Village will need to review any continued leave in light of the ADA/WFEA. Because the ADA/WFEA analysis is fact specific and the appropriate length of time for leave could change depending on the nature of the medical condition, where the employee is in treatment, whether the physician can provide a reasonably anticipated date of return, whether there will be additional permanent restrictions upon release, etc., a specific amount of time really cannot be included in the policy. The Village will need to decide whether employees will be allowed to remain employed until all accrued leaves are exhausted; whether, if an employee cannot be reasonably accommodated, the employee will be medically terminated and, if so, whether the employee will be paid out for all accrued leaves.

5. If we are considering FMLA along with worker's comp, how does the use of accrued sick time play into the scenario of the Village paying the difference between 80% of the employee's regular rate and worker's comp benefits for 365 days. Would we use accrued time (if available) for the last 20% to bring the employee up to 100% of his or her pay?

Worker's compensation payments are not taxed and are equal to 66 2/3 of the employee's earnings. The Village supplements that pay to 80% for general employees and 85% for public safety employees. Therefore, allowing further use of accrued time would likely result in compensation in excess of the regular wages. The FMLA does not require such supplement.

6. How is concurrent use handled?

Any FMLA leave which meets the requirements of both state and federal leave would run concurrently. If the leave is not available under both, it would only count under the law which makes it available. The following is a list of differences in the laws which would create exceptions to concurrent leave:

Counting months and hours for eligibility:

Months: Federal counts all months employee has worked for employer in past 7 years. State only counts 12 consecutive months. Therefore, it is possible that an employee would be eligible for federal leave before being eligible for state. In that case, time off would only count under federal (not concurrently) until the 12 months was met for state.

Hours: State law only requires 1000 hours of work and includes all time paid, including time off. Federal leave requires 1250 hours and only includes time which qualifies as hours worked under the FLSA – not paid time off. Therefore, an employee may be eligible under state law before being eligible under federal law. In that case the time would not run concurrently.

Types of Leave

	Federal	State
Foster Care Placement	Covered	Not Covered
Parent in-law	Not covered	Covered
In Loco parentis	Covered	Not Covered

Adult Child	Must be disabled & incapable of self care	Incapable of self care
Spouse	Not domestic partner	Domestic partner
Domestic Partner Parent	Not covered	Covered
Military Exigency	Covered	Not Covered
Military Medical	Covered	Not Covered

Timing of birth/placement leave:

Under federal leave the leave as to a birth or placement must occur no later than 12 months after the birth or placement. For state leave, the leave must begin in the 16 weeks before or after the event. So, if an employee requests leave before the birth, it would not run concurrently with the federal leave. For example, if an employee asked for 6 weeks before the birth (non-medical) and 12 weeks after the birth, the employee would be entitled to the full 18 weeks.

7. The following are additional differences between the laws:

Spouses employed by Village

If both husband and wife are employed by the same employer, the employer may only be required to grant one 12 week leave to both for birth, placement or to care for a sick parent. However, the spouses would still retain their leave for other purposes. Further, the limitation does not apply to state leave.

Intermittent leave for birth or placement

Federal leave allows employer to deny intermittent leave and require consecutive leave. State allows intermittent leave.

Transfers for intermittent leave

Federal law allows the employer to transfer an employee to a position which better accommodates the leave. State law allows the employer to offer such a transfer but does not require the employee to accept.

Substitution

Federal law allows employee to elect or employer to require use of medical leaves for medical purposes allowed by policy and use of other accrued leaves for any FMLA leave. State law allows the employee to choose whether and what type of accrued leave to use.

A side by side summary comparison of significant areas of the laws is attached. If you have any questions about the policy revisions or the outline of differences between the laws, please let us know.

MAJOR PROVISIONS OF FEDERAL AND STATE FAMILY AND MEDICAL LEAVE LAWS

Issues	Federal Enforced by the U. S. Department of Labor	Wisconsin Enforced by the Department of Workforce Development	Comments
Employers Covered	Employers of 50 or more employees in at least 20 weeks of current or preceding year.	Employers of at least 50 permanent employees during at least 6 of the preceding 12 calendar months.	Mukwonago Covered
Employees Eligible	Have worked for employer at least 1,250 hours in preceding 12 months and employed for at least 12 months and employed at worksite by employer with 50 or more employees within 75 miles of that worksite	Have worked for employer at least 1,000 hours in preceding 52 weeks and for at least 52 consecutive weeks.	<p>An employee may qualify under State leave (1000 hours) before being eligible under federal leave (1250 hours). In those cases, any time taken under state FMLA would not count against the Federal entitlement and once the employee reaches 1250 hours, the employee would be eligible for the full 12 weeks.</p> <p>Because the federal law, in calculating the 12 months of employment, includes periods of employment which may have occurred prior to the most recent employment, an employee may qualify for federal leave before being eligible under the state law.</p>

Issues	Federal Enforced by the U. S. Department of Labor	Wisconsin Enforced by the Department of Workforce Development	Comments
			In that case, the state leave would not run concurrently.
Amount of Leave	12 weeks during a 12 month period. Leave for birth, adoption, or to care for sick parent or child, for own serious health condition, for military exigency and for military medical.	During a 12 month period. * 6 weeks for birth or adoption * 2 weeks for serious health condition of parent, child, spouse, domestic partner or parent of domestic partner. 2 weeks for employees own serious health condition.	Leave runs concurrently only if the reason for the leave qualifies under both laws. For example, if an employee uses time for the parent of a domestic partner. That time would only count for the state leave and the employee would still have the full 12 week federal allotment remaining. If the employee used time for military exigency, the employee would still have the full state leave entitlement left.
Special Conditions for Birth/Adoption Leave Calculation	Birth/adoption leave must begin upon the birth event.	Birth/adoption leave may begin at any time 16 weeks before or 16 weeks after the event.	If an employee takes non-medical leave for birth of a child before the event, the leave would only be charged to the state leave and the employee would still be entitled to the full 12 weeks of federal leave after the birth of the child.
Serious Health Condition	(1). Illness, injury, impairment, or physical or mental condition involving incapacity or treatment connected with inpatient care in hospital or hospice.	Means a disabling physical or mental illness, injury, impairment, or condition involving inpatient care in a hospital, nursing home, hospice, or out patient care that requires continuing treatment	Comparable

Issues	Federal Enforced by the U. S. Department of Labor	Wisconsin Enforced by the Department of Workforce Development	Comments
	<p>(2). Residential medical care in hospital, hospice, or residential medical care facility.</p> <p>(3). continuing treatment by a health care provider involving: (a). Incapacity or absence of more than 3 days from work,</p>	<p>or supervision by a health care provider.</p>	
Health Care Provider	<p>(1). doctors of medicine or osteopathy authorized to practice medicine or surgery in the State;</p> <p>(2). podiatrists, dentists, clinical psychologists, optometrists, chiropractors (for manual manipulation of spine to correct subluxation demonstrated by X-ray)</p> <p>(3). nurse practitioners, and nurse-midwives, if authorized to practice under State law; or, Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.</p>	<p>Means: licensed physician, nurse, chiropractor, dentist, podiatrist, physical therapist, optometrist, psychologist; certified occupational therapist, occupational therapy assistant, respiratory care practitioner, acupuncturist, social worker, marriage and family therapist, professional counselor, speech-language pathologist or audiologist; and Christian Science practitioner.</p>	<p>Varies, as Federal and State laws each include several different types of health care providers.</p>
Intermittent Leave	<p>Permitted for serious health condition when medically</p>	<p>Permitted for all family and medical leaves in increments</p>	<p>Because the State law permits intermittent leave for</p>

Issues	Federal Enforced by the U. S. Department of Labor	Wisconsin Enforced by the Department of Workforce Development	Comments
	necessary. Not permitted for birth or adoption unless employer agrees.	equal to the shortest increment permitted by employer for any other non- emergency leave	birth/adoption, it would count under both laws. Mukwonago can only exercise its right to require consecutive leave after the state leave is exhausted.
Substitution of Paid Leave	Employee may elect or employer may require accrued paid leave to be substituted in some cases. No limits on substituting paid vacation or personal leave. Employee may not substitute paid sick leave, medical, or family leave for any situation not covered by employer's leave plan.	Employee may elect to substitute accrued paid or unpaid leave of any other type provided by employer.	Wisconsin law is more lucrative. The right to mandate use of accrued leaves will only apply after the state leave is exhausted.
Reinstatement Rights	Must be restored to same or equivalent position in all terms and conditions	Similar Provision	Comparable
Key Employee Exception	Exempts salaried employees if among highest paid 10% and if restoration would lead to grievous economic harm to employer.	No Similar Provision	Comparable
Maintenance of Health Benefits During Leave	Health insurance must be continued under same conditions as prior to leave.	Similar Provision	Comparable
Leave Requests	Request for leave because of serious health condition.	Made by employee in advance in a reasonable and practicable manner.	Comparable

Issues	Federal Enforced by the U. S. Department of Labor	Wisconsin Enforced by the Department of Workforce Development	Comments
	Employee's fitness to return to work from medical leave.		
Medical Certification May be Required By Employer to Support	Request for leave because of serious health condition. Employee's fitness to return to work from medical leave.	Similar Provision	Comparable
Executive, Administrative and Professional Employees	Salaried executive, administrative and professional employees of covered employers, who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulation 29 CFR part 541, do not lose their FLSA-exempt Status by using any unpaid FMLA leave. This special exception to the “salary basis” requirement extends only to “eligible” employees use of leave required by FMLA.	Unpaid leave would not result in loss of exempt status under State minimum wage and overtime law.	Comparable

O. Family and Medical Leave

The Federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA) provide employees with the right to take unpaid leave when employees need time off from work to care for themselves or a family member who is seriously ill, to care for a newborn or newly adopted child or to attend to the affairs of a family member who is called to active duty in the military.

Eligibility for Leave

The Village will provide employees with family and medical leave under the FMLA if they have been employed by the Village for at least twelve (12) months and have worked 1,250 hours of employment, or 52 weeks and 1,000 hours for WFMLA, in the twelve (12) month period prior to the time the leave begins.

Leave Entitlement

Leave under the WFMLA and FMLA will run concurrently under circumstances where an employee's use of leave qualifies under both laws. Leave for a serious health condition under the FMLA may be taken intermittently or on a reduced leave schedule when medically necessary. Leave under the WFMLA may be taken intermittently or on a reduced schedule basis. An employee taking an intermittent or reduced schedule leave under the FMLA may be temporarily transferred to a position which better accommodates the leave.

WFMLA:

Employees are allowed up to 10 workweeks of unpaid leave in a calendar year as follows:

- Up to six (6) weeks of unpaid leave for the birth or adoption of a child.
- Up to two (2) weeks of unpaid leave for the care of a child, spouse, domestic partner, parent of a domestic partner, parent or parent-in-law with a serious health condition.

- Up to two (2) weeks of unpaid leave for the employee's own serious health condition that makes the employee unable to perform his or her duties.

FMLA:

Employees are allowed up to 12 workweeks of unpaid leave in a rolling calendar year beginning with the first date of a requested leave for any combination of the following:

- Birth, adoption or foster care placement of the employee's child.
- To care for the employee's spouse, child or parent who has a serious health condition.
- For the employee's own serious health condition.
- Due to any qualifying exigency arising as a result of the employee's spouse, son, daughter or parent serving on active military duty in a foreign country. The U.S. Department of Labor defines nine circumstances that constitute a "qualifying exigency":
 - Short-notice deployment (7 days' notice or less)
 - Attend military events/ceremonies and related activities related to active duty or call to active duty
 - Childcare and school activities
 - Financial and legal arrangements
 - Counseling
 - Spend time with a military member who is on temporary rest and recuperation leave
 - Post-deployment activities
 - Arrangements for elder care
 - Additional activities not encompassed in the other categories, but agreed to by the employer and employee

Employees are allowed up to 26 workweeks of unpaid leave in a single 12-month period to care for their parent, spouse, child or next of kin who is a current member of the

Armed Forces, including a member of the National Guard or Reserves, or a veteran, and who has a serious injury or illness incurred or aggravated in the line of duty within the last five (5) years that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list.

Serious Health Condition

Under the FMLA/DFMLA, a “serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition.

Notifying the Village of Your Need for Family and Medical Leave

Employees requesting any leave which may qualify under this policy must notify the Village, at least thirty (30) days before the date on which leave is to begin if the leave is foreseeable and as soon as practicable for an unforeseeable leave. A form to request family or medical leave is available from your department head. The failure to timely notify the Village of the need for leave may result in the delaying or denial of leave.

Generally, after an absence of 5 days, the Village will send the FMLA application and certification documents. Where the leave may be a qualifying leave, the employee must complete the documents and provide medical certification. The Village may treat undocumented absences as unexcused. The medical certification requirements of this policy do not preclude the Village from requesting medical certification for absences of

less than 5 days.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Village's operations.

Certification

An employee taking leave involving the serious health condition of the employee or the employee's family member, or the serious injury or illness of a covered service member, may be required to provide medical certification completed by a health care provider within 15 days of the Village's request for certification. The Village may require second or third medical opinions, and/or re-certifications from employees taking FMLA/WFMLA leave, as it deems necessary, and as permitted by law.

An employee taking leave due to a qualifying exigency arising as a result of the employee's spouse, son, daughter or parent serving on active military duty in a foreign country may be required to provide documentation verifying the need for such leave. In such instances, the employee is required to provide the requested documentation within 15 days of the Village's request for the documentation.

Employees returning to work after the completion of FMLA/WFMLA leave for their own serious health condition will be required to submit a fitness-for-duty certification verifying their ability to perform the essential functions of their position.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, the Village requires that employees not provide any genetic information when responding to requests for medical information associated with FMLA leave. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an

individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Failure to comply with the certification requirements under this policy may result in the delay or denial of FMLA/WFMLA leave, in which case an employee's absences may be subject to the Village's regular attendance policies.

Substitution of Paid Leave for Unpaid FMLA and/or WFMLA

The Village requires employees to use accrued paid leave for unpaid FMLA leave. Employees may elect to use accrued paid leave for unpaid FMLA/WFMLA leave. Worker's Compensation leaves will run concurrently with any FMLA/WFMLA leave. Employees may not use accrued leaves to supplement worker's compensation benefits.

Health Care Coverage and Benefits While on Leave

An employee's health care coverage will not end because an employee is away from work for leave that qualifies under the FMLA or WMLA, unless the employee chooses to end coverage. Employees may elect to continue health care coverage insurance while on a family and medical leave but must pay for the employee cost of coverage during the leave. Other employment benefits, such as group life and disability coverage, may be continued by the employee during the leave but the employee must pay for the employee cost of coverage. The election to continue health care coverage and the other benefits insurance must be made on the Benefit Election Form, which is available from your department head. The Village will notify you when payments are due for the continuation of coverage.

Return to a Position at the End of Leave

At the end of an employee's family and medical leave, he/she will be returned to his/her former position or, if the position is filled, to equivalent employment with the Village. If an employee wants to return to work before his/her leave is scheduled to end, the

employee must notify his/her department head. If the reason for leave was due to the serious health condition of the employee, a fitness for duty certification form must be provided to the department head before returning to work. If this form is not received, the employee's return to work will be delayed until it is received.

Failure to Meet Policy Requirements

If the employee fails to meet the requirements of this policy for family and medical leave, the request for leave may be denied until the requirements are met.

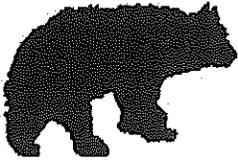
If you have any questions regarding the operation or interpretation of this family and medical leave policy, please contact your department head or Village administrator.

Employer Responsibility

The law requires that employers covered under the FMLA inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required (e.g., medical certification), as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility. Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

It is unlawful for any employer to: (1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or (2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer for violation of the FMLA. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.



Village of Mukwonago

AGENDA ITEM REQUEST FORM

Committee/Board:	Personnel Committee
Topic:	Hiring of temporary staff
From:	Ron Bittner
Department:	Public Works
Presenter:	Ron Bittner
Date of Committee Action (if required):	Information Only
Date of Village Board Action (if required):	

Information

Subject:

Public Works hired part-time temporary crewperson until our regular full time employee returns from Family Leave.

Background Information/Rationale:

A full time staff member went on Medical Leave May 23rd, 2016. His Position and the departments workload was backfilled by two additional summer college students. Summer staff left for college on 9/1/2016.

Key Issues for Consideration:**Fiscal Impact (If any):**

Not to exceed \$13,400 for 2016. Funds are available in the Public Works Budget.

Requested Action by Committee/Board:

Information Only.

Attachments

Memorandum of Understanding
between
THE VILLAGE OF MUKWONAGO
and
THE WISCONSIN DEPARTMENT OF TRANSPORTATION

This memorandum summarizes the agreement for future roadway improvements between the VILLAGE OF MUKWONAGO (Village) and the WISCONSIN DEPARTMENT OF TRANSPORTATION (State) for the Mukwonago TID #3 development site (Log #232) generally located on lands southeast of I-43 along WIS 83.

GENERAL

- Nothing in this memorandum of understanding (MOU) shall limit or otherwise affect the sovereign immunity of the State of Wisconsin or the Village of Mukwonago.
- This MOU shall not be construed to create third-party beneficiaries, nor to create a partnership between the Village and State.
- This MOU contains the entire agreement between the parties; all prior negotiations and discussions have been merged into and are superseded by this MOU.
- This MOU may be signed in counterparts.
- The alteration of highway features is a police power and does not entitle any person, public or private, to any damages or compensation for such work. This MOU shall not be construed to create in any person a property interest in a median opening or any other feature within WisDOT's highway.
- Nothing in this MOU referencing costs that could be or will be incurred by the Village is intended to limit the Village's ability to pass those costs on to land owners or developers through development agreements, zoning approvals, special assessments, impact fees, and/or any other lawful method.

VILLAGE RESPONSIBILITIES

1. Install a traffic signal at WIS 83 & Wolf Run. The existing number of lanes may remain initially.
2. Construct a northbound left turn lane at Arrowhead Drive. The left turn lane shall provide approximately 75 feet of storage and a 50 foot taper.
3. **When the southbound left turn queue at WIS 83 & Wolf Run extends beyond the available left turn lane storage**, re-stripe the north approach to provide southbound dual left turn lanes and change the traffic signal left turn phasing to protected only. Each left turn lane shall provide 275 feet of storage with a 125 foot taper.
 - a. This improvement will be required when the southbound left turn queue extends beyond the storage on any 10 days within a 30 day period.

4. **If a crash problem develops at the intersection of WIS 83 and Arrowhead Drive or southbound queues at the WIS 83 & Wolf Run intersection extend into the median opening opposite Arrowhead Drive with the dual southbound left turn lanes utilized, close the Arrowhead Drive median opening.**
 - a. A crash problem is defined as:
 - Five or more crashes per year over a consecutive three-year period that involve left turns into or out of Arrowhead Drive.
 - Or
 - A total of five injury crashes over a consecutive three-year period that involve left turns into or out of Arrowhead Drive.
 - b. The closure will be required when the southbound queue extends into the Arrowhead Drive median opening on any 10 days within a 30 day period.

STATE RESPONSIBILITIES

1. Review and issue necessary permits to the Village for the required improvements within State right-of-way. All permit work shall conform to the standards of the State’s Facilities Development Manual (FDM).
2. Review any required land divisions and approve those meeting requirements of State Statutes.
3. Review any future updated TIAs for this development and accept those that are technically correct.
4. Construct a second westbound right turn lane at Wolf Run. This improvement will be incorporated into project ID 1300-09-01.
5. Time the traffic signals along WIS 83 to accommodate volume and minimize queues. Coordinate the WIS 83 traffic signals from Bayview Rd/Holz Pkwy to Wolf Run to reduce overall delay.

Village of Mukwonago

By: _____

Title: _____

Date: _____

Wisconsin Department of Transportation

By: _____

Title: _____

Date: _____

*VILLAGE OF MUKWONAGO
POLICE DEPARTMENT*



MONTHLY REPORT

July 2016

Citation Totals by Offense

Mukwonago Police Department

Violation Date: 07/01/2016 through 07/31/2016

Court	Agency	Offense Code	Offense Description	Total
MKPD				
	Adult			
		346.14(1)	Automobile Following Too Closely	3
		14-27(4)	Dog At Large	1
		346.57(3)	Driving Too Fast For Conditions	1
		346.072(1)(a)	Fail/Change Lane-Passing Stop Emerg Veh	1
		341.15(1)	Fail/Display Vehicle License Plates	8
		346.04(1)	Fail/Obey Traffic Officer Sign/Signal	1
		346.18(3)	Fail/Yield Right/Way From Stop Sign	1
		346.18(4)	Fail/Yield When Emerging From Alley	1
		346.57(2)	Failure To Keep Vehicle Under Control	2
		341.15(3)(a)	Improper Display/Plates (No Plates)	1
		346.89(1)	Inattentive Driving	4
		347.13(1)	No Tail Lamp/Defective Tail Lamp-Night	5
		341.04(1)	Non-Registration Of Auto, Etc	19
		343.07(1g)(d)2	Oper Mtr Veh By Permittee After Dark W/O Inst	1
		341.03(1)	Operate After Rev/Susp Of Registration	2
		344.62(1)	Operate Motor Vehicle W/O Insurance	8
		343.05(3)(b)	Operate Motorcycle W/O Valid License	1
		347.13(3)	Operate Vehicle W/O Registration Lamps	2
		347.14(1)	Operate Vehicle W/O Stopping Lights	4
		343.05(3)(a)	Operate W/O Valid License	3
		346.63(1)(am)	Operate With Control Substance	1
		343.44(1)(a)	Operating After Suspension	12
		346.05(1)	Operating Left Of Center Line	1
		346.63(1)(a)	Operating While Intox.	2
		82-71	Parking Lot Traffic Violation	3
		961.573(1)	Possess Drug Paraphernalia	3
		346.935(2)	Possess Open Intoxicants In Mv	1
		961.41(3g)(b)	Possession of Controlled Substance	3
		346.62(2)	Reckless Driving-Endanger Safety	2
		943.50(1m)(b)	Retail Theft-Intentionally Take(<=\$2500)	2
		346.92(2)	Riding Illegally On Vehicle	1
		346.57(4)(gm)1.	Speeding on Expressway	3
		346.57(4)(gm)2.	Speeding on Freeway	7
		347.06(3)	Unclean/Defective Lights Or Reflectors	29
		347.48(2m)(b)	Vehicle Operator Fail/Wear Seat Belt	3
		346.57(5)	Zone And Posted Limits	57
Adult Grand Total				199

Citation Totals by Offense

Mukwonago Police Department

Violation Date: 07/01/2016 through 07/31/2016

Court	Agency	Offense Code	Offense Description	Total
MKPD				
	Juvenile	347.06(3)	Unclean/Defective Lights Or Reflectors	1
			Juvenile Grand Total	<u>1</u>



Arrests By Statute

** For official use only **

Reporting Period: 07/02/16 - 07/31/16

This report contains all arrest charges.

	Felony	Misdemeanor	Non-Criminal
14-27(4) - Dog Running at Large	1		1
34-114(A) - Environment - Prohibited Practices	1		1
346.63(1)(a) - Operating While Intoxicated - 1st Offense	1		1
54-1(1) - Retail Theft (Shoplifting)	2		2
54-1(V) - Possession of a Controlled Substance	3		3
54-1(V1) - Possession of Drug Paraphernalia	2		2
813.125(7) - Violate/Harassment Restraining Order	3	3	
940.19(1) - Battery	1	1	
940.203(2) - Battery or Threat to Judge/Prosecutor/LEO	1	1	
940.225(2)(f) - Second Degree Sexual Assault - Aided by Another	2	2	
940.235(1) - Strangulation and Suffocation	1	1	
943.20(1) - Theft Less Than \$2,500-	1	1	
943.20(1)(a) - Theft - From Building - (<=\$2,500)(UCR >=\$200)	1	1	
943.20(1)(a) - Theft - Movable Property (Special Facts)(UCR >=\$200)	1	1	
943.201(2)(a) - Misappropriate ID Info - Obtain Money	1	1	
943.50(1m)(b) - Retail Theft - Intentionally Take - (<=\$500)(UCR >=\$200)	3	3	
943.50(1m)(b) - Retail Theft - Intentionally Take - (>\$500-\$5,000)	1	1	
943.50(1m)(d) - Retail Theft - Intentionally Conceal - (>\$500-\$5,000)	1	1	
947.01 - Disorderly Conduct	1	1	
947.019 - Terrorist Threats	1	1	
961.41(3g)(am) - Possession of Narcotic Drugs	1	1	
961.41(3g)(b) - Possession of Controlled Substance	1	1	
FUGL - Fugitive Warrant - Local (Mukwonago Muni Crt)	10		10
FUGM - Fugitive Warrant Other Municipal	1		1
FUGP - Probation/Parole Hold	2		2
Total	44	10	23



Monthly Case Overview

** For official use only **

Reporting Period: 07/01/16 - 07/31/16

Village of Mukwonago Police - 1122

	Total
	74
Administrative/Informational	8
Animal Case Other Than Bite	1
Assist Other Dept/Service/Request by Citizen	1
Attempt Suicide	1
Burglary-No Forced Entry/Nonres/Night	1
Consevation-Environment	1
Criminal Damage-Business	1
Disorderly Conduct: Harassment	1
Emergency Detention/M.O.	1
Found Property	2
Fraud Complaint	1
Lost/Missing Person-Juvenile	2
Marijuana-Possession	3
Miscellaneous Information	1
Motor Vehicle Theft/Stolen Veh	1
Notification	1
Operating After Suspension Vio	1
OWI/DWI-Liquor	2
PI Accident	3
Public Order Crimes	1
Retail Theft \$50-\$200	2
Retail Theft <\$50	1
Retail Theft >\$200	6
Sex Asslt-Sodomy-Woman-Stgarm	1
Sex Offense	1
Simple Assault	1
Station Contact	1
Telephone Information	1
Theft - All Others \$50-\$200	1
Theft - All Others <\$50	2
Theft - All Others >\$200	2
Theft From Building \$50-\$200	1
Theft of Auto Parts >\$200	1
Traffic Offense/Traffic Other	9
Viol of Court Order Incl DV	2
Warrant Service	8



Village of Mukwonago Police
 627 S. Rochester St | Mukwonago, WI 53149 | Phone: (262) 363-6435

Monday, August 8, 2016
 12:27:25 pm

Traffic Crash Inquiry

** For official use only **

Village of Mukwonago Police

Accident Date	Case No	Crash No	Officer	Total Units	Total Injured	Total Killed	Crash Type	EMS#
07/05/16 15:30		16-000068	Steinbrenner, Jason J - jste35	2	1	0	C	
07/05/16 00:00		16-000069	Kreiser, Robert S - rkre39	2	0	0	C	
07/06/16 19:09		16-000070	Wilson, Chet F - cwil47	2	0	0	C	
07/05/16 12:35		16-000071	Steinbrenner, Jason J - jste35	2	1	0	C	
07/09/16 15:30		16-000072	Steinbrenner, Jason J - jste35	2	0	0	C	
07/12/16 17:53		16-000075	Nelson, Eric D - enel45	1	1	0	C	
07/09/16 06:24		16-000076	Ortiz, Jose - jort41	2	0	0	C	
07/12/16 17:33		16-000077	Nelson, Eric D - enel45	3	0	0	C	
07/18/16 17:09		16-000078	Kirkpatrick, Cory - ckir37	2	1	0	C	
07/18/16 22:15		16-000079	Kirkpatrick, Cory - ckir37	2	0	0	C	
07/19/16 08:00		16-000080	Petted, Joseph J - jpet43	3	1	0	C	
07/17/16 12:07		16-000081	Schubel, John - jsch48	2	0	0	C	
07/22/16 11:50	16-041485	16-000082	Schubel, John - jsch48	2	0	0	C	
07/19/16 13:08		16-000083	Kreiser, Robert S - rkre39	2	0	0	C	
07/25/16 07:33		16-000084	Kreiser, Robert S - rkre39	2	0	0	C	
07/24/16 20:07		16-000085	Kirkpatrick, Cory - ckir37	2	0	0	C	
07/30/16 18:40		16-000086	Melo, Robert C - rmel44	2	0	0	C	
07/28/16 14:35	16-042707	16-000087	Petted, Joseph J - jpet43	2	0	0	C	
Village of Mukwonago Police				37	5	0		

Police Contacts - Village

First Shift	2221
Second Shift	1685
Third Shift	554
911 Calls	140
TOTAL CALLS	4600

Police Contacts - Town

First Shift	308
Second Shift	759
Third Shift	532
911 Calls	49
TOTAL CALLS	1648

Mukwonago Fire Department

All Calls for Service	195
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Eagle Spring Boat Patrol

Stops/All Calls

TOTAL CALLS	53
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Phantom Lake Boat Patrol

Stops/All Calls

TOTAL CALLS	35
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<u>TOTAL CONTACTS</u>	6531
------------------------------	-------------

FLEET MILES AND GAS USAGE

	<u>24</u> <u>15 Ford</u>	<u>26</u> <u>10 Ford</u>	<u>32</u> <u>13 Dodge</u>	<u>33</u> <u>97 Chev</u>	<u>34</u> <u>13 Dodge</u>	<u>36</u> <u>12 Dodge</u>	<u>638</u> <u>06 Chev</u>
Speedometer 30/31	59,552	52,426	93,724	NA	108,592	NA	67,644
Speedometer 1st	54,845	51,941	91,132	NA	105,888	NA	67,309
Total Miles	4,706	485	2,592	NA	2,704	NA	335
Total Gas (Gallons)	367	60	292	NA	244	NA	13

Respectfully Submitted,

Chief Kevin Schmidt
Village of Mukwongo Police Department



13400 Bishop's Lane
Suite 270
Brookfield, WI 53005
Office: (262) 797-9400
Fax: (414) 908-9157
www.PointRE.com

August 16, 2016

Kurt Peot
Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Parkway
Waukesha, WI 53188

RE: The Orchards of Mukwonago Addn. #2 – Letter of Credit Reduction #2

Dear Mr. Peot:

Please accept this request to reduce the letter of credit for The Orchards of Mukwonago Addn. #2 by the following:

Grading and erosion control	\$28,771.00
Sanitary sewer	\$41,852.00
Watermain	\$22,150.00
Storm sewer	\$6,562.00
Road Paving/curb/sidewalk	\$175,076.00
Multi-use trail paving	\$29,156.00
Multi-use trail grading & utility const.	\$18,500.00
Total	\$322,067.00

The reduction of \$322,067.00 will leave a remaining balance of \$396,343.20 in the letter of credit. The reduction requested for the grading line item will maintain a letter of credit balance equal to the cost of work remaining on the DF Tomasini invoice for topsoil respread of the right of way and final restoration of the site. The sanitary sewer, watermain, storm sewer and multi-use trail grading, utility installation and paving have been fully completed. The reduction requested for the road paving item is consistent with the base contract cost for the stone base, curb & gutter, asphalt binder and surface on Honeywell Road. The remaining balance of \$42,440.00 in the road paving item is for the sidewalk construction, which is occurring while this letter is being drafted.

Enclosed herewith are the invoices and lien waivers from DF Tomasini and Payne & Dolan to support the reduction request and a spreadsheet tracking the letter of credit amounts. Please review and provide your recommendation so this request can be placed on the September Public Works and Village Board meeting agendas for approval. Please call me at (262) 424-5997 with any questions or concerns you may have.

Respectively Submitted,

Joseph A. Bukovich

Joseph A. Bukovich, P.E.
Vice President Development

CC: Steven Braatz, Village of Mukwonago

Enclosures

K:\PROJECTS\Mukwonago-Orchards Phase 3\Loan\Orchards LOC Reduction Request #2.doc



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER:
The Orchards of Mukwonago LLC
1600 W Lincoln Avenue
West Allis, WI 53227

PROJECT:
The Orchards of Mukwonago Addn #2
Mukwonago, WI

APPLICATION NO: 2 **Distribution to:**

PERIOD TO: 8/12/16

FROM CONTRACTOR:
D.F. Tomasini Contractors, Inc.
70 W25176 Indian Grass Lane
Muskego, WI 53089

VIA ARCHITECT:
Pinnacle Engineering Group
15850 W Bluemound Rd
Brookfield, WI 53005

PROJECT NOS:

CONTRACT FOR: Site Improvements

CONTRACT DATE: 3/24/2016

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

ORIGINAL CONTRACT SUM	\$	708,226.00
Net change by Change Orders	\$	64,240.00
CONTRACT SUM TO DATE (Line 1 ± 2)	\$	772,466.00
TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	743,766.00

CONTRACTOR: D.F. TOMASINI CONTRACTORS, INC.

By: Date: 8/12/16
Kirk Dexheimer, President

RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	37,188.30
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		
TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	706,577.70
LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	597,080.70
CURRENT PAYMENT DUE	\$	109,497.00
BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	65,888.30

State of: Wisconsin County of: Ozaukee
Subscribed and sworn to before me this 12th day of August, 2016

Notary Public:

My Commission expires: 09/25/16

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$64,240.00	
Total approved this Month		
TOTALS	\$64,240.00	\$0.00
NET CHANGES by Change Order	\$64,240.00	

CONTINUATION SHEET

AIA DOCUMENT G703

2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD E		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%		
1	Sanitary Sewer	167,261.00	167,261.00	-	-	167,261.00	100.00%	-	8,363.05
2	Water Main	142,776.00	142,776.00	-	-	142,776.00	100.00%	-	7,138.80
3	Storm Sewer	166,740.00	166,740.00	-	-	166,740.00	100.00%	-	8,337.00
4	Grading	226,149.00	146,429.00	51,020.00	-	197,449.00	87.31%	28,700.00	9,872.45
5	Alternates - Clear & Grub	5,300.00	5,300.00	-	-	5,300.00	100.00%	-	265.00
	Change Orders								
	6" & 12" Undercuts w fabric & P&D								
1	stone	37,781.70		37,781.70	-	37,781.70	100.00%	-	1,889.09
2	Plan revisions	26,458.30		26,458.30	-	26,458.30	100.00%	-	1,322.92
		772,466.00	628,506.00	115,260.00	-	743,766.00	96%	28,700.00	37,188.30

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Upon receipt of undersigned of a check from

Orchards of Mukwonago LLC

(Maker of Check)

in the sum of \$ 109,497.00 payable to D.F. Tomasini Contractors, Inc.

(Amount of Check)

(Payee or Payees of Check)

and when check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

Orchards of Mukwonago LLC

(Owner)

located at The Orchards of Mukwonago Addn #2

(Job Description)

to the following extent.

This release covers a progress payment for labor, services, equipment or materials furnished to

Orchards of Mukwonago LLC

(Name)

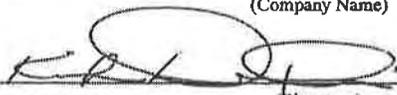
through 8/12/2016

(Date)

only, and does not cover and retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any receipt of this document relies on it, said party should verify evidence of payment to the undersigned.

Company: D.F. Tomasini Contractors, Inc.

(Company Name)

By: 

(Signature)

Date: 8/16/2016

Kirk Dexheimer, President

(Name and Title)

NOTE: This form complies with the requirements of Wisconsin Civil Code. It is to be used by a party who applies for a progress payment when the progress payment check has not yet cleared the bank.



Payne & Dolan, Inc.

"Paving the Way
to the Future"

INVOICE

TO: The Orchards of Mukwonago LLC
11600 W Lincoln Ave
West Allis, WI 53227

DATE: July 20, 2016
PROJECT MANAGER: Tyler Winter
CUSTOMER #: 815898
INVOICE #: 105579-01

JOB NAME: Orchards of Mukwonago

For furnishing the necessary labor, materials and equipment to complete the above named project as follows:

Base Contract:

Place stone base, curb & gutter, asphalt binder and surface at Honeywell -	\$ 175,076.00
Place new asphalt walk -	\$ 32,070.00

Change Orders:

Remove 10' and place additional 30' of curb & gutter at ES intersection -	\$ 562.00
Reset string line -	\$ 1,250.00
R&R Curb and gutter for new H.C. ramps on ES, owner 1/3 portion -	\$ 1,120.00
Place stabilization fabric -	1,000.00 SY \$ 1.50 \$ 1,500.00

TOTAL AMOUNT DUE THIS INVOICE \$ 211,578.00

If you have any questions or concerns on this invoice, please contact me @ 262-524-1837
Thank you.

Remit To: P.O. Box 781 ~ Waukesha, WI 53187-0781
262-524-1700 ~ FAX 262-524-1845

INVOICE DUE NET UPON RECEIPT

PARTIAL WAIVER OF CONSTRUCTION LIEN

§779.05, Wis. Stats.

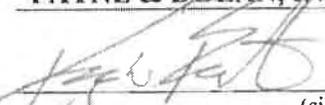
Date: **August 2, 2016**

- 1. Claimant's Name: Payne & Dolan, Inc.
 Claimant's Address: N3 W23650 Badinger Rd, Waukesha, WI 53187
- 2. Property Improved by Contractor's Work (check one):
 Street address: Village of Mukwonago, WI
 Legal description attached.
- 3. Contractor's Work furnished at the request of: (name of party which requested or contracted for work)

ORCHARDS OF MUKWONAGO LLC

- 4. Waiver of lien rights, contingent upon receipt of payment, is made for (select one):
 The following work: Asphalt paving & related work completed to date on the Orchards of Mukwonago Addn #2 project / P&D #105579
(insert description of type of labor, services, material, plans or specifications supplied by Contractor, including percentage performed dollar value, and dates as necessary to accurately describe the Work being waived, stating exceptions, if any)
 All Work to date of this Waiver in the amount of: _____
- 5. Title Companies, Lenders or others may require disclosure of the Contractor's subcontractors and material suppliers before disbursement of funds related to the Contractor's above-described Work. If so required, specify name(s) of Contractor's subcontractors and material suppliers furnishing any portion of the Work being waived:
(attach additional sheets if necessary)

CONTRACTOR NAME: PAYNE & DOLAN, INC.

By: 
(signature)

Authorized Agent's Name: Doug W. Buth
(print name of person signing above)

Title: Agent

Address: N3 W23650 Badinger Rd, Waukesha, WI 53187

Telephone Number: 262-524-1700

NOTE: This is a conditional waiver of lien rights in that the validity of this waiver is dependent upon the actual receipt of payment. If the check issued is returned "NSF" or payment stopped, this waiver of lien is void.

§779.05 Waivers of Lien. Provides, in part "(1) Any document signed by a lien claimant or potential claimant and purporting to be a waiver of construction lien rights under this subchapter, is valid and binding as a waiver whether or not consideration was paid therefor and whether the document was signed before or after the labor or material was furnished or contracted for. Any ambiguity in such document shall be construed against the person signing it. Any waiver document shall be deemed to waive all lien rights of the signer for all labor, services, material, plans or specifications performed, furnished or procured, or to be performed, furnished or procured by the claimant at any time for the improvement to which the waiver relates, except to the extent that the document specifically and expressly limits the waiver to apply to a particular portion of such labor, services, material, plans or specifications. A lien claimant or potential lien claimant of whom a waiver is requested is entitled to refuse to furnish a waiver unless paid in full for the labor, services, material, plans or specifications to which the waiver relates. A waiver furnished is a waiver of lien rights only, and not of any contract rights of the claimant otherwise existing."

Contractor's failure to pay its subcontractors or material suppliers from monies received for its Work may result in civil or criminal liability under Wisconsin's theft by contractor statute. §779.02(5), Wis. Stats.

The Orchards of Mukwonago Addition #2 - Letter of Credit

	<u>ITEM</u>	<u>LOC AMOUNT</u>	<u>REDUCTION #1</u>	<u>REDUCTION #2</u>	<u>REDUCTION #3</u>	<u>REDUCTION #4</u>	<u>REDUCTION #5</u>	<u>REDUCTION #6</u>	<u>BALANCE</u>
1	Grading and erosion control	\$ 203,900.00	\$ 146,429.00	\$ 28,771.00 ✓	\$ -	\$ -	\$ -	\$ -	\$ 28,700.00
2	Storm water pond construction	\$ 27,520.00	\$ 22,016.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,504.00
3	Biofiltration restoration	\$ 16,470.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,470.00
4	Complete sanitary sewer construction	\$ 192,387.00	\$ 150,535.00	\$ 41,852.00	\$ -	\$ -	\$ -	\$ -	\$ -
5	Complete water system construction	\$ 150,639.00	\$ 128,489.00	\$ 22,150.00	\$ -	\$ -	\$ -	\$ -	\$ -
6	Complete storm sewer construction	\$ 156,628.00	\$ 150,066.00	\$ 6,562.00	\$ -	\$ -	\$ -	\$ -	\$ -
7	Road paving incl. stone base, curb, binder & sidewalk	\$ 217,516.00	\$ -	\$ 175,076.00	\$ -	\$ -	\$ -	\$ -	\$ 42,440.00
8	Mutli-use trail grading & utility installation	\$ 18,500.00	\$ -	\$ 18,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
9	Mutli-use trail paving	\$ 29,156.00	\$ -	\$ 29,156.00	\$ -	\$ -	\$ -	\$ -	\$ -
10	Surface course paving (2017)	\$ 40,493.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,493.00
11	Entrance landscaping	\$ 22,297.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,297.00
12	Street trees	\$ 21,115.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,115.00
13	Contingency (20%)	\$ 219,324.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 219,324.20
	TOTAL	\$ 1,315,945.20	\$ 597,535.00	\$ 322,067.00	\$ -	\$ -	\$ -	\$ -	\$ 396,343.20

Notes:

Guarantee for improvements expires _____.



Committee/Board:	Public Works Committee
Topic:	Chapman Farms Blvd Utility Service Alternatives
From:	Ruekert & Mielke, Inc.
Department:	Public Works
Presenter:	Village Engineer
Date of Committee Action (if required):	9/6/16
Date of Village Board Action (if required):	9/20/16

Information

Subject:

Chapman Farms Blvd Utility Service Alternatives

Background Information/Rationale:

Alternative A: 8” sanitary sewer can be brought over from Black Bear Blvd across STH 83 to develop the six-acre Village owned commercial parcel.

Alternative B: 12” sewer can be brought up from St. John’s Church, this sewer is needed for all future development to the north part of the Village

Key Issues for Consideration:

The Committee of the Whole would consider the desired alternative to proceed with to develop the 6 acre parcel as well as the costs and assessments that may be placed on each parcel

Fiscal Impact (If any):

(see attached)

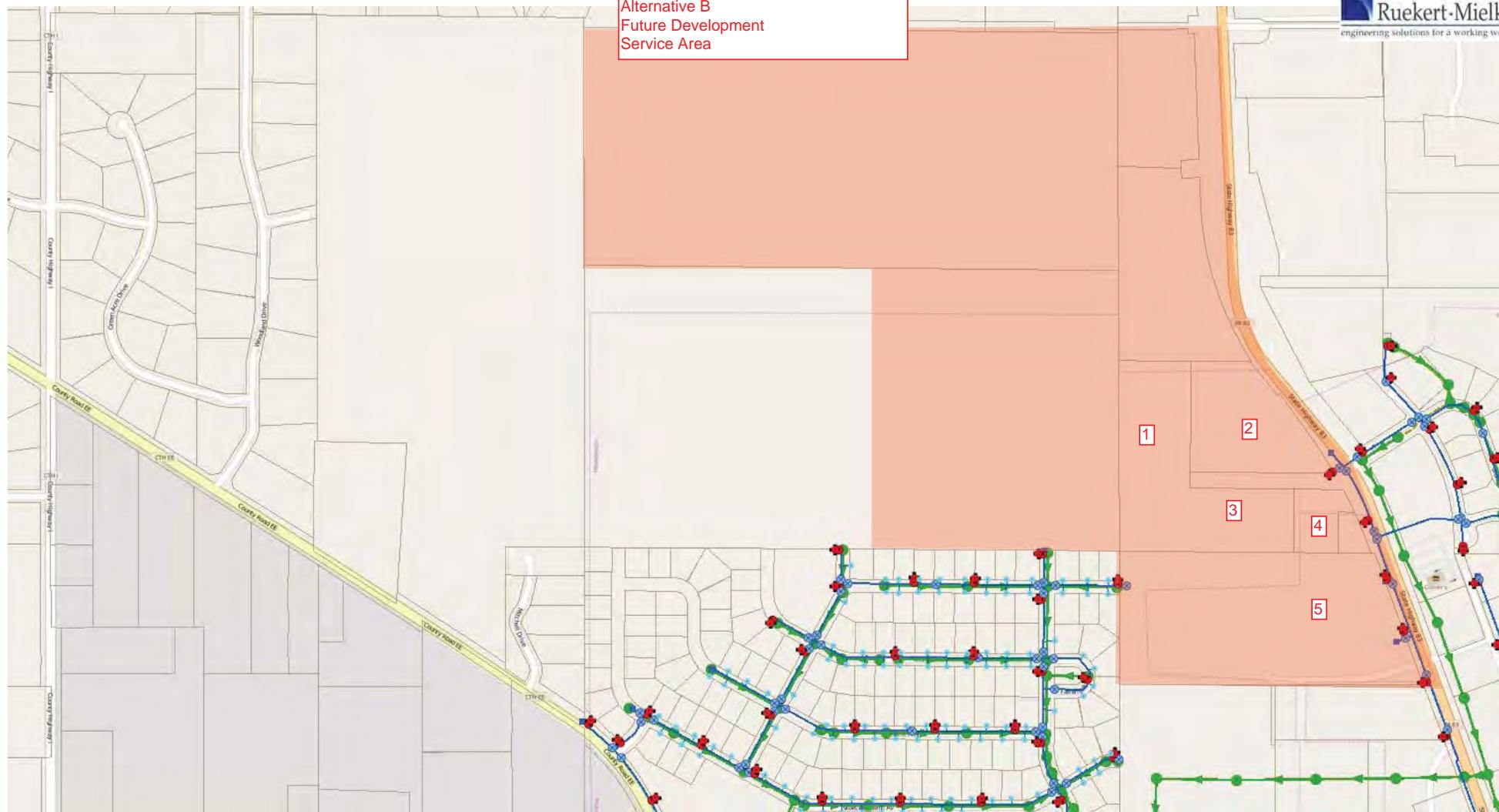
Requested Action by Committee/Board:

Direction on project to proceed with.

Attachments

- Chapman Blvd Utility Service alternatives 20160902

Alternative B
Future Development
Service Area



Village of Mukwonago GIS



SCALE: 1" = 500'

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

Print Date: 8/31/2016

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.

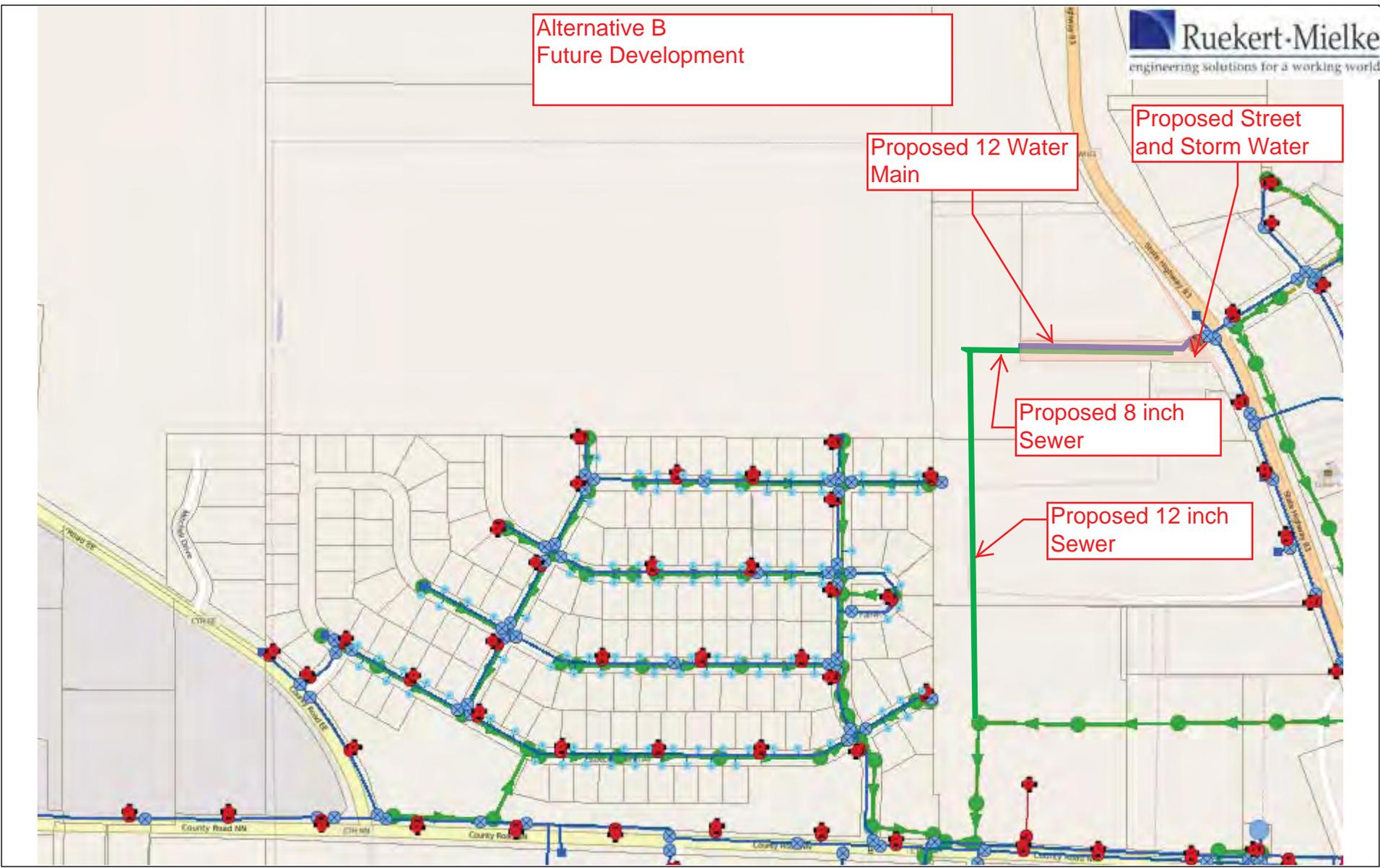
Alternative B
Future Development

Proposed 12 Water Main

Proposed Street and Storm Water

Proposed 8 inch Sewer

Proposed 12 inch Sewer



Village of Mukwonago GIS



SCALE: 1" = 581'

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.

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

Print Date: 8/31/2016



Mukwonago - Place of the Bear

a Waukesha County blue chip community

MAP 5

KEY AREA: NORTH

RECOMMENDED LAND USE FOR 2035

VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WALWORTH COUNTY

LEGEND

-  Agriculture / Large Lot Single Family - 37,500 Sq. Ft.
-  Small Lot Single Family - 10,000-12,000 Sq. Ft.
-  Medium Lot Single Family I - 25,000 Sq. Ft.
-  Medium Lot Single Family II - 15,000 Sq. Ft.
-  Historical Residential - 12,000 Sq. Ft.
-  Conservation Subdivision Design Overlay
-  Executive Style Large Lot Single Family - 37,500 Sq. Ft.
-  Low Density Multi-Family Residential - 5 Units / Ac.
-  Medium Density Multi-Family Residential - 5-10 Units / Ac.
-  High Density Multi-Family Residential - 15 Units / Ac.
-  Village Center / Downtown Overlay
-  Business Mix Use Overlay
-  Low Intensity Commercial / Business
-  High Intensity Commercial / Business
-  Business Park
-  Industrial
-  Government and Institutional
-  Open Space / Recreational
-  Extractive Overlay



Alternative A Village Property

Funding Sources					Assessments					
Fund	Assessable Cost	Non Assessable Cost	Impact Fees	Total Cost	1 Chapman Trust	2 Village of Mukwonago	3 Chapman Trust*	4 Greenwald	5 Greenwald	Total Assessments
Sewer	\$137,250	\$0	\$0	\$137,250	\$0	\$66,601	\$47,835	\$22,814	\$0	\$137,250
Water	\$146,125	\$0	\$14,575	\$160,700	\$0.00	\$70,907.84	\$50,928.28	\$24,288.87	\$0.00	\$146,125
Paving	\$465,975	\$0	\$0	\$465,975	\$0.00	\$226,116.55	\$162,404.16	\$77,454.29	\$0.00	\$465,975
Storm Water		\$207,175	\$0	\$207,175						
State Highway		\$334,063	\$0	\$334,063						
Trail		\$21,906	\$0	\$21,906						
Totals	\$749,350	\$563,144	\$14,575	\$1,327,069	\$0	\$363,626	\$261,168	\$124,557	\$0	\$749,350

Alternative B Future Development

Funding Sources					Assessments					
Fund	Assessable Cost	Non Assessable Cost	Impact Fees	Total Cost	1 Chapman Trust	2 Village of Mukwonago	3 Chapman Trust*	4 Greenwald	5 Greenwald	Total Assessments
Sewer	\$387,177	\$0	\$70,000	\$457,177	\$110,708	\$72,734	\$52,240	\$24,914	\$126,581	\$387,177
Water	\$146,125	\$0	\$14,575	\$160,700	\$0.00	\$70,907.84	\$50,928.28	\$24,288.87	\$0.00	\$146,125
Paving	\$465,975	\$0	\$0	\$465,975	\$0.00	\$226,116.55	\$162,404.16	\$77,454.29	\$0.00	\$465,975
Storm Water		\$207,175	\$0	\$207,175						
State Highway		\$334,063	\$0	\$334,063						
Trail		\$21,906	\$0	\$21,906						
Totals	\$999,277	\$563,144	\$84,575	\$1,646,996	\$110,708	\$369,758	\$265,572	\$126,658	\$126,581	\$999,277

* Village of Mukwonago by Agreement

Deferred Special Assessments (Town of Mukwonago)



Committee/Board:	Public Works Committee
Topic:	Holz Parkway multiuse trail and alternatives cost estimates
From:	Violet Razo, Village Engineer
Department:	Engineering
Presenter:	Ron Bittner/Violet Razo
Date of Committee Action (if required):	September 6, 2016
Date of Village Board Action (if required):	September 20, 2016

Information

Subject:

Provide updated cost estimates for proposed multiuse trail along Holz Parkway, as well as cost estimates for alternative route along CTH ES.

Background Information/Rationale:

Construction cost estimates for a new multiuse trail along Holz Parkway were provided at previous meetings. Due to the cost, it was requested to look at different alternatives (CTH ES alternatives #3 and 4), and include the installation of a boardwalk through the wetlands on east side of Holz Parkway (alternative #1).

Key Issues for Consideration:

Total cost, easement acquisition, wetland disturbance (clearing and grubbing).

Fiscal Impact (If any):

\$59,438 – \$344,600

Requested Action by Committee/Board:

Select an alternative for installation of new multiuse trail.

Attachments

- Multiuse Trail Alternatives construction cost estimates 20160830
 - Multiuse trail exhibit
-

ESTIMATED CONSTRUCTION COST

*Multi Use Trail Extension
Village of Mukwonago*

Alternative 1 - Holz Parkway 8' Multi Use Trail - CTH ES to Perkins Drive (East Side) (2,500 LF)

#	Description	Unit	Quantity	Unit Price	Total
1	Easement Acquisition	L.S.	1	\$3,400.00	\$3,400.00
2	Construct multi-use trail to subgrade	L.S.	1	\$21,500.00	\$21,500.00
3	6" Crushed aggregate base course for trail	TON	870	\$20.00	\$17,400.00
4	2-inch Asphalt Concrete Surface Course	TON	240	\$67.00	\$16,080.00
5	4-inch Concrete Sidewalk Curb Ramps	S.F.	192	\$10.00	\$1,920.00
6	Detectable Warning Field	S.F.	48	\$45.00	\$2,160.00
7	Pedestrian Board Walk	L.F.	450	\$260.00	\$117,000.00
8	Clearing and grubbing	L.S.	1	\$5,000.00	\$5,000.00
9	Topsoil, Seed, Fertilizer and Mulch	S.Y.	2,500	\$6.00	\$15,000.00
10	Erosion Mat-Class 1, Type B	S.Y.	700	\$2.00	\$1,400.00
11	Erosion Control	LS	1	\$4,000.00	\$4,000.00
12	Street Light at Perkins Dr.	EA.	1	\$6,000.00	\$6,000.00
Sub Total					\$210,860.00
Administration, Engineering & Contingencies				25%	\$52,715.00
Estimated Total Project Cost					\$263,575.00

Alternative 2 - Holz Parkway 8' Multi Use Trail - CTH ES to Perkins Drive (West Side) (2,440 LF)

#	Description	Unit	Quantity	Unit Price	Total
1	Easement Acquisition	L.S.	1	\$3,200.00	\$3,200.00
2	Construct multi-use trail to subgrade	L.S.	1	\$18,000.00	\$18,000.00
3	6" Crushed aggregate base course for trail	TON	725	\$20.00	\$14,500.00
4	2-inch Asphalt Concrete Surface Course	TON	200	\$67.00	\$13,400.00
5	4-inch Concrete Sidewalk Curb Ramps	S.F.	192	\$10.00	\$1,920.00
6	Detectable Warning Field	S.F.	48	\$45.00	\$2,160.00
7	Pedestrian Board Walk	L.F.	720	\$260.00	\$187,200.00
8	Storm Sewer Installation	L.F.	60	\$120.00	\$7,200.00
9	Clearing and grubbing	L.S.	1	\$5,000.00	\$5,000.00
10	Topsoil, Seed, Fertilizer and Mulch	S.Y.	2,100	\$6.00	\$12,600.00
11	Erosion Mat-Class 1, Type B	S.Y.	250	\$2.00	\$500.00
12	Erosion Control	LS	1	\$4,000.00	\$4,000.00
13	Street Light at Perkins Dr.	EA.	1	\$6,000.00	\$6,000.00
Sub Total					\$275,680.00
Administration, Engineering & Contingencies				25%	\$68,920.00
Estimated Total Project Cost					\$344,600.00

ESTIMATED CONSTRUCTION COST

*Multi Use Trail Extension
Village of Mukwonago*

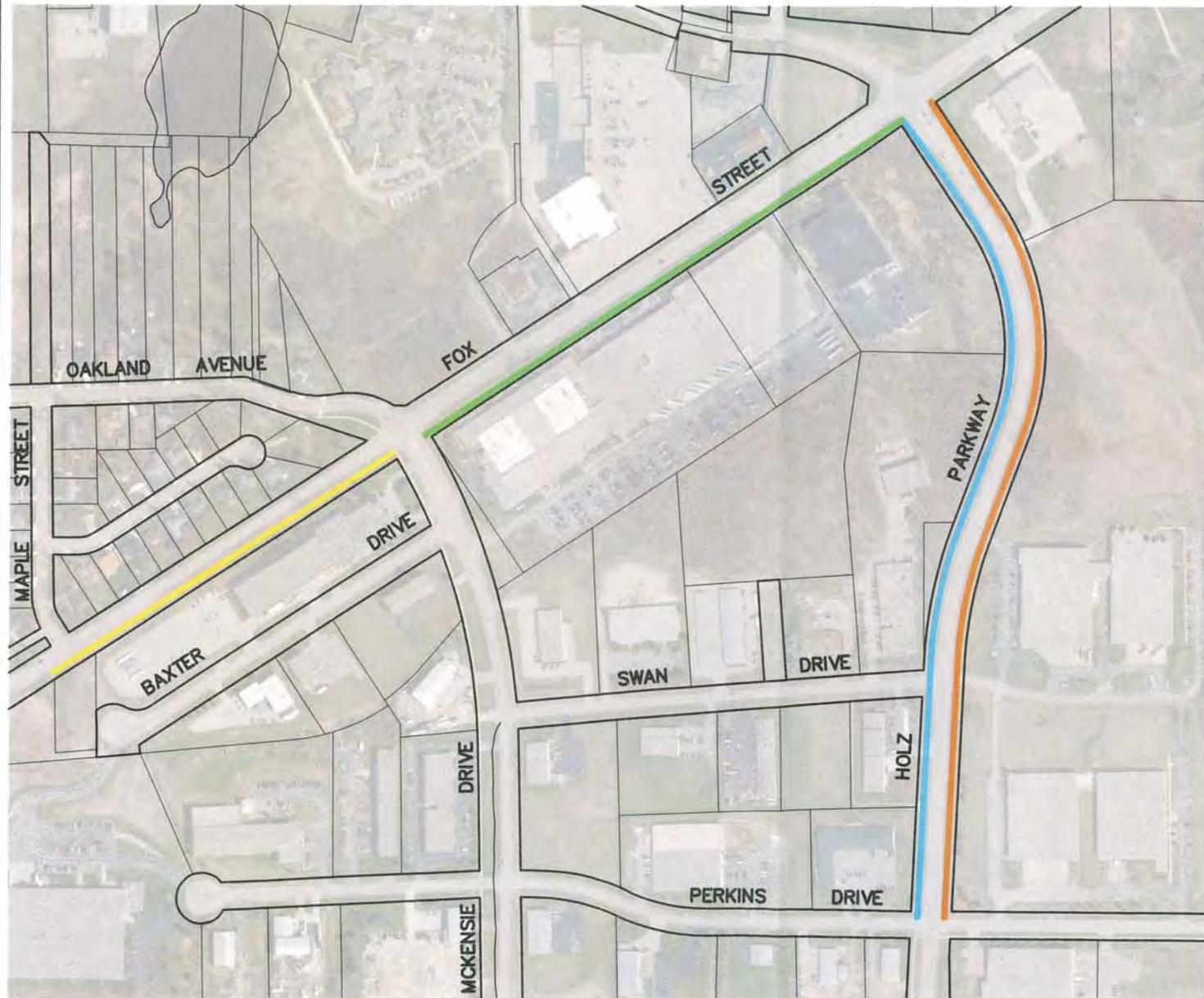
Alternative 3 - CTH ES 8' Multi Use Trail - Oakland Avenue to Holz Parkway (South Side) (1,710 LF)

#	Description	Unit	Quantity	Unit Price	Total
1	Construct multi-use trail to subgrade	L.S.	1	\$17,500.00	\$17,500.00
2	6" Crushed aggregate base course for trail	TON	725	\$20.00	\$14,500.00
3	2-inch Asphalt Concrete Surface Course	TON	200	\$67.00	\$13,400.00
4	4-inch Concrete Sidewalk Curb Ramps	S.F.	96	\$10.00	\$960.00
5	Detectable Warning Field	S.F.	24	\$45.00	\$1,080.00
6	Clearing and grubbing	L.S.	1	\$1,500.00	\$1,500.00
7	Topsoil, Seed, Fertilizer and Mulch	S.Y.	2100	\$6.00	\$12,600.00
8	Erosion Mat-Class 1, Type B	S.Y.	1,200	\$2.00	\$2,400.00
9	Erosion Control	L.S.	1	\$2,000.00	\$2,000.00
Sub Total					\$65,940.00
Administration, Engineering & Contingencies				25%	\$16,485.00
Estimated Total Project Cost					\$82,425.00

Alternative 4 - CTH ES 8' Multi Use Trail - Maple Street to Oakland Avenue (South Side) (1,180 LF)

#	Description	Unit	Quantity	Unit Price	Total
1	Construct multi-use trail to subgrade	L.S.	1	\$12,000.00	\$12,000.00
2	6" Crushed aggregate base course for trail	TON	500	\$20.00	\$10,000.00
3	2-inch Asphalt Concrete Surface Course	TON	140	\$67.00	\$9,380.00
4	4-inch Concrete Sidewalk Curb Ramps	S.F.	48	\$10.00	\$480.00
5	Detectable Warning Field	S.F.	12	\$45.00	\$540.00
6	Clearing and grubbing	L.S.	1	\$250.00	\$250.00
7	Tree removal	I.D.	50	\$50.00	\$2,500.00
8	Topsoil, Seed, Fertilizer and Mulch	S.Y.	1400	\$6.00	\$8,400.00
9	Erosion Control	L.S.	1	\$4,000.00	\$4,000.00
Sub Total					\$47,550.00
Administration, Engineering & Contingencies				25%	\$11,887.50
Estimated Total Project Cost					\$59,437.50

RM1117LB

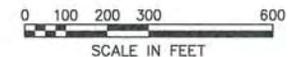


Mukwonago - Place of the Bear
a Waukesha County blue chip community

MAP 1
HOLZ PARKWAY MULTI-USE TRAIL EXTENSION
LOCATION MAP
VILLAGE OF MUKWONAGO
WAUKESHA COUNTY, WISCONSIN

LEGEND

- ALTERNATIVE 1
- ALTERNATIVE 2
- ALTERNATIVE 3
- ALTERNATIVE 4



DATE: AUGUST 25, 2016

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July 28, 2016 10:55am PLOTTED BY: Mckensie SAND BY: CHWELLEY
 G:\2016\12_Mukwonago\102001\Map 1\Zoom Trail.dwg 2016_0818.dwg
 IMAGES: G:\2016\12_Mukwonago\102001\Map 1\Zoom Trail.dwg 2016_0818.dwg
 PLOT: G:\2016\12_Mukwonago\102001\Map 1\Zoom Trail.dwg

SOURCE:
 BASEMAP SOURCE:



Committee/Board:	Utilities
Topic:	Main Street Water Main
From:	Dave Brown
Department:	Water Utilities
Presenter:	Dave Brown
Date of Committee Action (if required):	9/6/16
Date of Village Board Action (if required):	Dependent on committee recommendation

Information

Subject:

Main street water main break between Blood St. and Field St. on 8/19/16. Discuss findings and condition of existing main and possible water main replacement.

Background Information/Rationale:

Our records show that this 8" ductile iron main was installed in the early 1970's which puts it close to its life expectancy, especially with some of the Villages soil conditions. There is an existing 4" sand cast main on the opposite side of the road which is way over its life expectancy needing to be abandoned. There is \$250,000 which is in the capital plan for next year to start transferring services to the 8" so it can be abandoned which is now on hold. Because of the way this 8" main was installed it has created severe deterioration of the pipe. As shown in the attached pictures the main blew out 5 times trying to repair it before removing the entire section and relaying 40' of main. The main break was so severe that we lost several feet of water from both towers with 4 wells running trying to keep up with the water loss. Had the Utility personnel not been notified and responded quickly the entire Village would have lost pressure creating an unsafe condition and a boil advisory. This could easily happen again on this main at any time so we need to take corrective action.

Fiscal Impact (If any):

No estimate at this time. Will have to be a borrowing.

Requested Action by Committee/Board:

Direction for possible replacement.

Attachments

- Two Photos of Failed Water Main





Vehicle Report For July 2016

Vehicle	Odometer Readings		Total	Gasoline		Oil
	July 30	July 1		Gallons	Type	Quarts
Water Department						
2007 Pickup	68870	68443	427	47.5	(U)	0
2015 Pickup	6605	6067	538	79.5	(U)	0
2011 Pickup	28933	28442	491	57.1	(U)	0
Sewer Department						
2015 Pickup	3930	3296	634	53.6	(U)	0
2004 Jetter	5018	4939	79	7.2	(D)	0
Inspections Department						
1999 Explorer	105205	104917	288	21.5	(U)	0
2014 Captiva	34598	34248	350	26.1	(U)	0
Department of Public Works						
1997 Pickup	125110	124828	282	25.0	(U)	0
2009 Pickup	49227	48678	549	55.0	(U)	0
16 Int. Dump L	1854	1850	4	0.0	(D)	0
2005 Ford Arieal	37243	37212	31	0.0	(D)	0
2009 Pickup	58171	57685	486	34.0	(U)	0
1999 Dump	23083	23020	63	39.0	(D)	0
2008 Dump	15134	15131	3	0.0	(D)	0
2010 Dump	12527	12527	0	0.0	(D)	0
1999 1 Ton	90740	90246	494	28.0	(U)	0
12 Sweeper	9817	9790	27	25.2	(D)	0
16 Int. Dump R	1737	1650	5	44.0	(D)	0
2002 Pickup	79435	79121	314	32.0	(U)	0
1991 Ford Boom	102154	102154	0	0.0	(U)	0
2005 Sterling	21109	21109	0	0.0	(D)	0

Village of Mukwonago Monthly Status Report – Engineering

June 11, 2016 through July 8, 2016

Miscellaneous Items

Project Number 12-00000.100

1. Respond to survey information requests from PLG as part of their market research for the potential rail spur (\$1,066.15).
2. Development and Committee of the Whole agenda meetings (\$1,242.29).
3. Review signal design and soils proposals (\$310.00).
4. Attend Committee of the Whole regarding Wolf Run and Chapman Boulevard Intersection Traffic Proposals (\$155.00).
5. Miscellaneous development related calls (\$387.00).
6. Erosion Control issue at 820 Swan (\$66.00).
7. Determine if private line connection is included in We Energies estimate to Village to bury lines (\$26.25).
8. Comprehensive Plan Mapping requests (\$2,572.50).
9. Cost estimate for conversion of Marshview Drive to Public Street (\$840.00).
10. Review GIS training on sharing and saving projects. Discussions on importing survey data to the Web GIS Application (\$52.50).
11. Monthly Status Report (\$29.00).

Storm Water Utility District No. 1

Project Number 12-92082.205

1. Review design proposal for signals and operational analysis.
2. Review WisDOT changes to requirements.
3. Request and review revised proposal to eliminate need for operational analysis.

Orchards of Mukwonago Subdivision

Project Number 12-92113.302

1. Construction review of curb and gutter, and paving.
2. Review questions from construction.
3. Letter of Credit reduction review and recommendation.
4. Erosion control inspection.

Chapman Farm**Project Number 12-92136.201**

1. Intersection layout per WisDOT requests.
2. Crosswalk configuration.
3. Assist Village with obtaining geotechnical proposals.
4. Determine alternative design (less costly) layouts based on smaller design vehicles.
5. Submit to WisDOT.
6. Discussions with WisDOT.

NR216 Storm Water Report**Project Number 12-92171.104**

1. Review and respond to WDNR audit report. Response included updating:
 - a. Pond Maintenance – Village owned.
 - b. Letter and list of pond owners for – Village Operated Ponds.
 - c. Update Pond Map to show and differentiate owned vs. operated ponds.
 - d. Meet with staff to coordinate and clarify Village response.
 - e. Prepare flow chart and checklists to better document process to determine which projects are reviewed by building inspection and by Village Engineer.
 - f. Updated Illicit Discharge Program inspections and reports.
 - g. Updated SWPPP for Public Works Facility.
 - h. Prepared description of ongoing improvements in review.

Premier Woods Subdivision Development**Project Number 12-10016.300**

1. Erosion control inspection and compliance issues. Guardrail discussions and coordination.

Lynch/Horter-Gateway**Project Number 12-10026.101**

1. Erosion control inspections and reports.
2. WDNR Notice of Termination.

Aldi at Wolf Run and Maple**Project Number 12-10027.100**

1. Erosion control inspections, site visit and report.
2. Discussions regarding erosion control issues and coordinate site meeting.

Theisen Quick Lube
Project Number 12-10043.100

1. Review and discussion of changes with Architect.
2. Review of the Storm Water Maintenance Agreement.
3. Review of revised drawings.

Edgewood Apartments Development
Project Number 12-10057.100

1. Meet with Department Heads to discuss submittal.
2. Review initial submittal.
3. Request ordinance required items.
4. Preliminary storm water review.

St. James Development
Project Number 12-10058.100

1. Flow data analysis.

Holz Parkway Multi Use Trail
Project Number 12-10059.200

1. Complete topographical survey and wetland delineation.
2. Process and file survey downloads, property research, survey data and mapping analysis/adjustments.
3. Drafting of survey point and line work, creation of preliminary aerial exhibit.
4. Coordinate and attend project walk-through with Village staff.
5. Review applicability of DNR wetland permits.

Boat Launch Improvements
Project Number 12-10061.200

1. Work includes design survey request, meeting with survey staff to discuss project and survey needs, and coordination with client regarding project needs.

MASD High School Expansion
Project Number 12-10062.200

1. Discussions with Kapur and Associates.
2. Search for records requested by the Design Team.
3. Department heat meeting.

GIS Services**Project Number 12-10063.217**

1. Import survey data from Wayne Castle.
2. Process GPS locations from the Village (Task Order #2016-1)

GIS Services**Project Number 12-10063.410**

1. Pipe – Attribute Edit (Task Order #2016-06).

GIS Services**Project Number 12-10063.413**

1. Point: Curb Stop (place location in map) Task Order #2016-06).

GIS Services**Project Number 12-10063.414**

1. Point: Main Breaks (Task Order #2016-06).

Instrument Development Corporation Addition Review**Project Number 12-10064.100**

1. Review preliminary plans.
2. Determine need for Preliminary Storm Water Review Letter and subsequent correspondence



Committee/Board:	Utilities
Topic:	Mukwonago River North Shoreline Restoration Project
From:	Dave Brown
Department:	Utilities
Presenter:	Dave Brown
Date of Committee Action (if required):	9/6/16
Date of Village Board Action (if required):	9/8/16

Information

Subject:

WE Energies Mukwonago River Bank Restoration Project Agreement/Contract Approval

Background Information/Rationale:

This project restores the river bank at WE Energies site on Front Street. By doing this project the Village Storm Water Utility would be able to use this for Phosphorus trading credits to help meet some of the utilities imposed phosphorus limits by eliminating run off and erosion to the Mukwonago River. We Energies will not operate as Sponsor but will give permission to do the work. Leaving the Village as the Sponsor, they are also requiring higher insurance requirements than state statute limits WSS 893.80 require. Further more liabilities that are normally passed on to the contractor are being placed onto the Village as Sponsor.

Key Issues for Consideration: Attorney Mark Blums concerns need to be addressed in the Contract and Agreement. This project has to be completed by end of September or its will not be done this year and we start all over trying to get the grant again next year. I have noticed that in the past few months attending the SEWFRC meetings they are not as eager to pay for 100% of the projects trying to spread their money out to get more projects done.

Fiscal Impact (If any):

\$0 Village dollars, 100% funded by SEWFRC

Requested Action by Committee/Board:

Approve Contracts/Agreement upon Attorney's change requests made to Contract/Agreement

Attachments

- WE Energies Shoreline Restoration Attorney Review
- WE Energies Working Agreement
- WE Energies Shoreline Restoration Agreement

August 11, 2016

To: Waukesha County, Southeastern Wisconsin Fox River Commission, and Village of Mukwonago

To Whom It May Concern:

RE: WE FILE #09-0036: Permission for restoring Mukwonago River Bank and Ingress and Egress on We Energies Right of Way and Substation Property.

Wisconsin Electric Power Company, a Wisconsin corporation, doing business as We Energies, hereinafter referred to as "Company," hereby gives permission to **Waukesha County, Southeastern Wisconsin Fox River Commission "SEWFRC", and the Village of Mukwonago,** hereinafter collectively referred to as "Permittee," along with its invitees to restore certain portions of the river bank located along Company's lands along the Mukwonago River as hereinafter described and located westerly of Company's Phantom Lake Substation, along the north side of the Mukwonago River, south of Front Street and east of County Trunk Highway "ES" also known as Main Street, hereinafter referred to as "Premises", being part of the Northeast 1/4 of Section 35, Township 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin. The location of such lands is as shown on the attached map marked Exhibit "A", and made a part hereof.

This permission is given subject to the following conditions, agreements and stipulations:

1. **Non-Interference/Access:** That there will be no interference by Permittee and/or Permittee's contractors or agents with any overhead or underground electric line, or substation facilities of Company or American Transmission Company (ATC) located on its Premises.
2. **Work Standards:** That all work done in proximity to any electric line facilities shall be performed in conformance with the provisions and requirements of all applicable laws, rules and regulations, including without limitation all laws, rules and regulations such as O.S.H.A. Safety and Health Regulations for construction dealing with safe work practices and the operation of equipment near electrical lines and equipment, and the provisions of the Wisconsin State Electrical Code and any amendments thereto.
3. **Representations, Warranties & Liability:** That Company has made no representations or warranties regarding said lands or the conditions thereof or regarding facilities which it or others may have on said lands; that Permittee may go on said lands only at Permittee's sole risk; and that Permittee hereby releases, Company and its affiliated corporations from all claims, damages, injury and liability, arising out of or resulting from this permission, against Company and its affiliated corporations which it might otherwise make or have.

4. **Indemnification/Insurance:**

PERMITTEE

Permittee shall protect, indemnify, save and hold harmless the Company and its affiliated corporations 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 its affiliated corporations or their directors, officers, agents or employees as a result of injury or death of any person (including employees of the Company and its affiliated corporations or Permittee) or damage to any property arising out of or in any way connected with the permission herein given or as a result of the actions of Permittee, or its agents and/or subcontractors or their employees while on the premises included under the permission herein given. Permittee shall maintain general public liability insurance, in the amount of at least \$1,000,000 per individual, \$2,000,000 per occurrence, \$500,000 property damage and name Company as an Additional Insured. Permittee shall, prior to the exercising of the rights granted under this agreement, furnish to Company a Certificate of Insurance certifying that such a Policy of Insurance is in effect and that the insurance company will give the Company 30 days prior written notice of any material change in, or cancellation of, such insurance.

COMPANY

The Company shall protect, indemnify, save and hold harmless Permittee from any and all claims, demands, actions, and all liability, costs and expenses (including reasonable attorney's fees) in connection therewith, which may be made or brought against or incurred by Permittee as a result of damage to any equipment or other property of Permittee located on the premises included under the permission herein given, but only to the extent that such damage arises solely out of the negligence or willful misconduct of the Company or any of its agents, contractors or employees while on such premises.

5. **Damages:** Permittee agrees that any damages caused by Permittee to the facilities or property of Company and ATC and/or other permittee's equipment or improvements on land shall be repaired at the Permittee's expense. Please use caution around fence and asphalt walking path. Path should be closed to the public for safety.

6. **Drainage/Erosion:** Permittee agrees that there shall be no impairment of natural or of installed drainage facilities occasioned by the aforementioned use of Company's lands. Permittee further agrees to abide by the State's "Wisconsin Storm Water Construction Technical Standards" for the control of erosion and sediment during construction alterations of Company property.

7. **Hazardous Materials:** Permittee, its agents, employees, contractors, and invitees shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Lands or Premises or Company's adjoining lands. The use and/or storage of Hazardous Material by or for any assignee is prohibited. Permittee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, storm water or sanitary sewer system, or any body of water, if such material (as determined by the Company or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Premises or elsewhere; or (b) the condition, use, or enjoyment of any other real or personal property.

As used herein, the term "Hazardous Material" means:

a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;

b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;

- c. Any oil, petroleum products, and their byproducts; and
- d. Any substance which is or becomes regulated by any federal, state, or local governmental authority.

Permittee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material kept on the Premises by the Permittee and the Permittee shall give immediate notice to the Company of any violation or potential violation of the provisions of this section. Permittee shall defend, indemnify, and hold harmless Company and its agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to:

aa. The presence, disposal, release, or threatened release of any such Hazardous Material which is on, from, or affects soil, water, vegetation, buildings, personal property, persons, animals, or otherwise;

bb. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material;

cc. Any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; or

dd. Any violation of any laws applicable thereto. The provisions of this Section shall be in addition to any other obligations and liabilities Permittee may have to Company at law or equity and shall survive the transactions contemplated herein and shall survive the termination of this Permission.

If Permittee excavates any contaminated materials, Permittee is responsible for testing, handling and disposing of contaminated materials and will be listed as the generator of such materials.

8. **Diggers Hotline:** Permittee, contractors and agents are required to contact Diggers Hotline at (800) 242-8511 at least 5 working days prior to any work, excavation, or construction on Company's lands in order to determine the location of electric, telephone and gas facilities within Company's said lands and the applicable clearance requirements for work performed in proximity to such facilities. Permittee shall not commence any work until Diggers Hotline marks property.

9. **Notification:** Permittee agrees to contact Rollie Simatic at 414-944-5955 and Mike Grisar at 414-221-5426 within the specified time limits to inform him about the following occurrences:

- a. At least 7 calendar days prior to the commencement of the project herein permitted.
- b. Within 7 calendar days after the end of the project herein permitted with a plan for restoration.
- c. Within 7 calendar days after the restoration has been completed.
- d. Within 7 calendar days after a lapse of 6 months since Permittee accepted this permit if the project herein permitted has not been undertaken by such date.

10. **Fill:** Permittee agrees that all fill material must be clean fill; no contaminated soils or construction debris can be used.

11. **Access:** Permittee agrees that Company and approved third parties will not be denied access or be inhibited in any manner to their facilities on Company's land at any time. Company access shall be

maintained at all times. Storage and parking is not permitted on Company's property. Only equipment used to perform work is allowed on site and limited to work zone area.

12. **Fee:** Company agrees to waive fee for this permission.

13. **Term:** Permittee will have access to Company's lands beginning August 29th, 2016 and expiring on December 31st, 2016. Company reserves the right to cancel and terminate this permission at any time and for any reason considered sufficient by it without prior written notice to Permittee and upon notice of such cancellation or termination, Permittee will immediately cease to use the Premises. Permittee agrees that any and all restoration required shall be completed not later than 60 days thereafter.

14. **Violation of Terms in Agreement:** Permittee understands that this agreement can and will be terminated if the Permittee violates any terms of this agreement.

15. **Permits/Plans:** Any work proposed within or along wetlands, or rivers or riverbanks, The Permittee must obtain the appropriate permits from the Wisconsin Department of Natural Resources ("WDNR") and the Army Corps of Engineers ("ACOE") and any other permits that would apply. The Permittee must provide final plans and permit applications to Company prior to submitting permit applications to the respective permitting authorities. The Permittee must provide a copy of final permits to Company prior to working within or along the wetland/riverbank areas and provide Company a reasonable time to review said permits before project can commence.

Permittee may remove weeds and other invasive plant species and replace with low lying plants and plant life that will reach a mature height of ten feet or less on part of Company's lands.

Permittee shall notify in advance and shall seek written approval from Company of any changes of plans.

Permittee shall obtain and provide to Company lien waivers from contractor(s) proving payment in full for said work on this project.

At the completion of the project, Permittee shall provide to Company a completed set of "as built" plans.

Preliminary plans must be submitted by Permittee to Company for initial approval. If the Company finds acceptable then, Permittee may proceed with project. Permittee must submit final project plans including proposed "slope cutting or fill" close to Company's facilities. Permittee must provide final plans to Company at a minimum of 30 days prior to starting project. No work may commence on property until Company approves final plans.

16. **Compliance with Local Ordinances:** Permittee shall, in the use and occupancy of the Premises comply with all laws, ordinances, rules and regulations of the Village of Mukwonago and other governmental bodies having jurisdiction, over the operation of Permittee's or Company's business or occupation of the Premises.

17. **Successors and Assigns:** This grant is subject to the right of Company, its successors and assigns, to use, occupy and enjoy its lands for such purposes, and in such manner and at such times, as it shall desire, the same as if this permission had not been executed by it.

18. **Company agrees to:**

- Contact American Transmission Company and seek guidelines for this project.

- Sign WDNR permit application(s) as required.
- If necessary, Company will participate in site showing and/or preconstruction meetings with Permittee and invitees.
- Allow Permittee to enter the project area for post-project monitoring, minor activities to maintain restored vegetation, and site visits, if necessary, minor activities include replanting vegetation and vegetation management (i.e. herbicides or hand pulling invasive or other weed species). Company permits up to two years after executing this document for the purposes of inspecting and replanting as necessary. No trucks, vehicles or mechanical equipment may be used excepting a small 4 wheel vehicle. Permittee must seek approval from Company for any additional work performed on said lands. Permittee is required to notify Company of entrance onto lands 5 (five) working days in advance.

Please indicate acceptance of such permission, in accordance with the terms recited, by signing two of the copies of this letter in the space provided and returning the same to Julie Simmons of Property Management in the return envelope provided. When we have received these items, this letter will be signed by the Company and one copy will be returned to you. **THIS PERMIT DOES NOT TAKE EFFECT UNTIL A COPY SIGNED BY THE COMPANY IS RETURNED TO YOU.**

If you have any questions concerning this matter, please feel free to contact me at the above address or by calling (414)221-2715.

Sincerely,

Julie M. Simmons
 Right of Way Agent
 Property Management

Permission is hereby accepted under the terms and conditions set forth hereinabove.

WAUKESHA COUNTY

By: _____ Dated: _____
 NAME
 TITLE

Permission is hereby accepted under the terms and conditions set forth hereinabove.

SOUTHEASTERN WISCONSIN FOX RIVER COMMISSION

By: _____ Dated: _____
 NAME
 TITLE

Permission is hereby accepted under the terms and conditions set forth hereinabove.

VILLAGE OF MUKWONAGO

By _____ Dated: _____
NAME
TITLE

Permission is hereby granted under the terms and conditions set forth hereinabove.

WISCONSIN ELECTRIC POWER COMPANY

By: _____ Dated: _____
James T. Raabe
Manager of Property Management

LAW OFFICES OF

HIPPENMEYER, REILLY, MOODIE & BLUM, S.C.

ROBERT B. MOODIE
MARK G. BLUM
THOMAS G. SCHMITZER
LORI J. FABIAN

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RICHARD S. HIPPENMEYER
(1911-1979)
WILLIAM F. REILLY
(1932-2007)

EMAIL: MGBLUM@HRMBLAWFIRM.COM

August 23, 2016

Via Email (dbrown@villageofmukwonago.com)

Mr. Dave Brown, Utility Director
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Waukesha County Agreements

Dear Dave:

I have now had the opportunity to review the Agreements you forwarded to me from Waukesha County regarding the installation of conservation practices in SEWRPC right-of-way. The Village is identified as the sponsor of this work and it states that we are approving the Scope of Services. In that regard, there is a Memo to the Village from WE Energies which references stream bank restoration along the Mukwonago River. It also says that we will indemnify and hold them harmless from any and all claims, actions or liability arising from the performance of the work to the extent that such liability is incurred by WE Energies. It also says that it will maintain liability insurance in the amount of \$1,000,000.00 for individual; \$2,000,000.00 in the aggregate; and \$500,000.00 with respect to property damage coverage. We are also required to provide them with a Certificate of Insurance. It also indicates that we are going to indemnify them against any claims arising from the presence of hazardous materials on the site and the cost of their disposal.

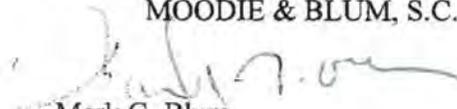
My concern with these Agreements is that the Village is indemnifying the other parties with respect to the bidding procedures and contract activities on the site; as well as WE Energies with respect to the work performed in their right-of-way; as well as any hazardous materials that are found on site. Normally, any claim that is made against the Village is subject to the limitations and immunities as provided for under Wisconsin Statute Section 893.80. These Agreements do not provide for this limitation and in essence, we would be extending our responsibility beyond that which would normally exist under law. While I can agree to the terms of the Agreements otherwise, I think both of them need to be modified to provide that any indemnity being made by the Village would be subject to the limitations set forth in Wisconsin Statute Section 893.80, and that execution the Agreements shall not constitute a waiver of those limitations. Quite frankly, I cannot imagine that the County or the Southeast Wisconsin Fox River Commission would want to do this either. As the contractor is actually performing the work in this area, it would seem to me that they would be responsible for this indemnity as opposed to the municipalities. Normally, these kinds of risks are transferred from the governmental entity to the contractors through the Agreement.

Mr. Dave Brown
Village of Mukwonago
August 23, 2016
Page | 2

Please let me know if you have questions or further concerns regarding this issue.

Sincerely,

HIPPENMEYER, REILLY,
MOODIE & BLUM, S.C.



Mark G. Blum
Village Attorney

MGB/jb

Cc: Mr. John Weidl
Mr. Ron Bittner

Working Agreement for the Installation of Conservation Practices

This agreement has been developed to help clarify the roles and responsibilities of WEPCO ("Landowner"), Village of Mukwonago ("Sponsor"), Waukesha County ("Project Manager"), Contractor ("Applied Ecological Services") and the Southeastern Wisconsin Fox River Commission ("SEWFRC") for the installation of a conservation practice that is cost-shared by the SEWFRC on private lands. All parties must sign this agreement prior to any construction work. Please read carefully before signing.

I. Landowner's Responsibilities (WEPCO):

- 1) Approve final construction plans.
- 2) Provide a Letter of Permission with terms and conditions for the project.
- 3) Participate in a pre-construction conference with the Sponsor, Project Manager and Contractor. Discuss any interim management requirements during construction work (parking, fill placement, fences, etc.).
- 4) Approve any modifications made to construction plans.

I understand and agree to carry out my responsibilities as listed above:

Landowner's Signature & Date

II. Sponsor's Responsibilities (Village of Mukwonago):

- 1) Agree to terms and conditions as listed on the WEPCO Letter of Permission.
- 2) Approve construction plans based on planning decisions made by the Landowner and Project Manager following applicable technical standards and specifications.
- 3) Authorize and indemnify the Project Manager to oversee project bidding procedures and construction activities by execution of this agreement.
- 4) Hire the Contractor for all services rendered, as agreed to prior to construction work.

I understand and agree to carry out my responsibilities as listed above:

Sponsor's Signature & Date

III. Project Managers' Responsibilities (Waukesha County):

- 1) Prepare construction plans based on planning decisions made by the Landowner, Sponsor, Project Manager, Wisconsin Dept. of Natural Resources and United States Army Corp of Engineers following applicable technical standards and specifications.
- 2) Explain thoroughly and provide copies of construction plans, bidding procedures and working agreement to the Landowner, Sponsor and Contractor and SEWFRC.
- 3) Oversee project bidding procedures and conduct site showing and/or pre-construction conference(s) on behalf of and in cooperation with the Landowner and Sponsor.
- 4) Agree to terms and conditions as listed on the WEPCO Letter of Permission.
- 5) Assist with practice layout and staking as agreed prior to construction.
- 6) Coordinate scheduling and oversee all construction activities on behalf of the Landowner and Sponsor. Alert the Contractor and Landowner of any safety hazard, variance from construction plans or other problems that may arise during construction. (The Project Manager may stop work at their discretion.) Approve any modifications made to construction plans or costs.
- 7) Provide periodic inspection of materials and work performed by the Contractor. Immediately notify Sponsor, Landowner, SEWFRC and/or Contractor of any work not in accordance with construction plans, permit(s) or specifications.
- 8) Authorize changes in construction plans if they are in accordance with design standards, approved by the Landowner and Contractor. Provide proper documentation of approved changes as applicable for cost-sharing purposes.
- 9) Certify for Contractor payment that all completed construction work meets County/State/Federal technical standards and specifications.
- 10) Provide periodic status reports to the SEWFRC during the project period at a regular Commission meeting or provided in writing prior to a regularly scheduled Commission meeting.

I understand and agree to carry out my responsibilities as listed above:

Project Manager's Signature & Date

IV. Contractor's Responsibilities (Applied Ecological Services):

- 1) Read and understand the SEWFRC bidding and cost-sharing procedures.
- 2) Participate in site showing and/or pre-construction conference with the Sponsor, Project Managers and owner.
- 3) Review and fully understand the construction plans and associated specifications before submitting a bid or beginning construction.
- 4) Agree to terms of payment with the Southeastern Wisconsin Fox River Commission prior to any construction activity.
- 5) Provide certificate of insurance to the Sponsor, Project Manager and Landowner.
- 6) Agree to terms and conditions as listed on the WEPCO Letter of Permission.
- 7) Obtain required materials, supplies and equipment to complete construction work according to plans and specifications.
- 8) Notify the Landowner, Sponsor and Project Managers a minimum of 24 hours in advance of start of construction. Also notify the Project Manager prior to critical stages of construction as agreed to prior to start of construction.
- 9) Ensure that all buried utilities are located and marked prior to any construction activity.
- 10) Layout and construct conservation practice(s) according to plans and specifications. Ask for assistance from the Project Manager as needed. Follow applicable OSHA safety standards during construction. Notify the Project Manager of any proposed changes in construction plans or of any additional costs anticipated. All changes must be documented and approved on a CHANGE ORDER form. Understand that all additional costs must be pre-approved by the Project Sponsor and SEWFRC.
- 11) Provide proper documentation of materials, supplies and/or construction methods as needed.
- 12) All equipment used for the project shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.
- 13) Submit itemized bills (or bid invoice) within 30 days to the Project Manager so that payment can be processed. Provide lien waivers from suppliers upon request.

Project: Mukwonago River Shoreline Stabilization Project in the Village of Mukwonago

I understand and agree to carry out my responsibilities as listed above:

Applied Ecological Services Signature & Date

V. Southeastern Wisconsin Fox River Commission Responsibilities (“SEWFRC”)

- 1) Pay the Contractor for 100% of the actual construction costs upon receipt of a Construction & Planting Certification letter from the Project Manager.

I understand and agree to carry out my responsibility as listed above

SEWFRC Signature & Date



Committee/Board:	Public Works Committee
Topic:	Revision of the approved yard trees for Minors West from the Declaration of Restrictions
From:	Ron Bittner, Kevin Trapp
Department:	Public Works
Presenter:	Ron Bittner, Kevin Trapp
Date of Committee Action (if required):	September 6 th , 2016
Date of Village Board Action (if required):	September 20 th , 2016

Information

Subject:

Revision to a list of approved yard trees for the Minors West Subdivision Declaration of Restrictions (Minors 2 & 3).

Background Information/Rationale:

The current list contains 3 types of ash trees. The home owner's association would like to expand the list for a greater variety.

Key Issues for Consideration:

Fiscal Impact (If any):

Requested Action by Committee/Board:

Approval of the new yard tree list

Attachments

- Minors Homestead Addns 1 and 2 Deed Restrictions
 - Minors Homestead Addn 3 Deed Restrictions
 - Minors Homestead West Tree List
 - Village Forester Recommended Minors Homestead West Tree List
-

DECLARATION OF RESTRICTIONS
FOR
MINOR'S HOMESTEAD ADDITION NO. 1 AND ADDITION NO. 2

This Declaration is made this 21st day of March, 2005 by Minor's Homestead, LLC, hereinafter the "Developer".

WHEREAS, Developer is the developer of the Minor's Homestead Subdivision Addition No. 1 and Addition No. 2, in the Village of Mukwonago, Waukesha County, Wisconsin; and

WHEREAS, Developer is the owner of Lots and Outlots in Minor's Homestead Subdivision Addition No. 1 and Addition No. 2 (collectively the "Subdivision"); and

WHEREAS, Developer desires to subject the residential Lots and Common Outlots in said Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer, and its respective successors and assigns, and to all parties hereafter having any interest in the property.

1. **BINDING EFFECT AND DEFINITIONS**

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A.

The terms "Minor's Homestead", "Minor's Homestead development" and "subdivision", as used in this Declaration of Restrictions, are defined as the property described on the attached Exhibit A.¹

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

The terms "Common Outlot" and "common area" are defined as all areas designated as Outlots on the plats for the Subdivision.

¹ The property is platted as Minor's Homestead Addition No. 1 and Minor's Homestead Addition No. 2.

Buyer Initials _____

Date _____

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that Minor's Homestead will become and remain an attractive, high quality residential community and to that end to preserve and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Minor's Homestead Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as there remains any vacant Lot in the subdivision owned by the Developer; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any vacant Lot in the subdivision, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by any one or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery or by First Class U. S. Mail addressed to the last known owner and address as shown on the Tax Roll.

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, tennis court, light post, or other structure or improvement shall be constructed, erected, placed or altered on any Lot in Minor's

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Date _____

Homestead Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with square footage called out, and with roof, siding and trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee, with a postage paid return envelope. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot Owner as evidence of such approval. Any changes or revisions required by the Architectural Control Committee shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved by the Architectural Control Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot Owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

All Lots shall be used only for single family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect or equally qualified individual or firm.

It is specifically intended, by the architectural control provisions set forth herein, that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular architectural style of home on any given Lot in the subdivision. In making that evaluation the Architectural Control Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity to the proposed residence. The Architectural Control Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any Lot in the subdivision, and reserve the use of said design for said Lot, prior to receiving the actual plans as required pursuant to Paragraph 5 above. Any such conceptual approval and/or reservation may be rescinded by the

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Date _____

Architectural Control Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as required pursuant to Paragraph 5 above prior to the expiration of said notice period, and/or if the Committee rejects the plans so submitted.

The exterior siding of all dwellings shall consist of natural wood siding, fiber cement siding, stucco, natural stone or brick, cultured stone or brick, and/or vinyl siding. No exterior walls shall have twenty feet (20') or more of continuous wall without a door or window. No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding. The roofing of all dwellings shall consist of asphalt shingles, wood shingles or tile. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Control Committee may, in their sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or copper. The main portion of the roof shall have a minimum pitch of 6/12. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted or denied at the sole discretion of the Architectural Control Committee.

All homes shall include an attached garage with a minimum of 400 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than 3 cars. Side entry and courtyard entry garages are encouraged, however, front entry garages may be permitted by the ACC if site conditions justify it. No detached garages shall be permitted.

Outbuildings, such as storage sheds, gazebos, pool equipment and/or changing room facilities, etc. may be allowed, providing they are approved, as to design, location and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single family residence on such Lot. All Lot Owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted by the Village of Mukwonago unless a variance or conditional use permit is obtained.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Minor's Homestead Subdivision shall have a minimum square footage of living space as follows:

- i. One story houses shall have a minimum square footage of living space of not less than 1,800 square feet.
- ii. One and one-half story and two story houses shall have a minimum square footage of living space of not less than 2,200 square feet.
- iii. Split level houses (three or more levels) shall have a minimum square footage of living space of not less than 2,200 square feet total on the upper two levels.
- v. Bi-level houses shall not be permitted.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions.

Notwithstanding the above minimum square footage requirements, the Architectural Control Committee shall have the right, in its sole discretion, to reduce the square footage requirement for any house by up to 10 % (but not below the minimum required by applicable zoning), providing the house contains outstanding architectural features and/or materials.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Any exterior construction commenced shall be completed within a one year period and shall be ready for occupancy within that period. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee.

During the time of construction the Lot Owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction. In the event that the owner or his contractor shall fail in this responsibility the Developer shall have the right to perform the necessary cleanup and/or make the necessary repairs and to obtain reimbursement for the expense incurred by the Developer, as set forth in Paragraph 9 below.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site.

9. FAILURE TO COMPLY

In the event the lot owner and/or his or her contractors fail to comply with the cleanup requirements and/or repair of any damaged sidewalks, curbs and/or gutters, drainage facilities, public right-of-way and/or other improvements required by these Restrictions and/or by the Village of Mukwonago, and in the event the Developer, as a result of such noncompliance, undertakes any cleanup or repair, and/or is charged or assessed by the Village of Mukwonago for same, the Developer shall be entitled to recover, upon demand, from the Owners of the applicable Lot, jointly and severally, all costs and expenses incurred by Developer for such cleanup and/or repair, together with all costs and expenses of collection, including but not limited to reasonable actual attorney's fees. In the event the lot owner and/or the lot owner's contractors fail to comply with the architectural or other requirements or provisions of this Declaration, and in the event Developer or the ACC retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer shall be entitled to recover, upon demand, from the Owners of the applicable Lot, jointly and severally, all costs and expenses, including

Buyer Initials _____

Date _____

but not limited to reasonable actual attorney's fees, incurred by Developer with respect to such enforcement.

10. TREES

No existing live tree with a diameter of four inches or more at a height six inches above ground shall, without approval of the Architectural Control Committee be cut down, destroyed, mutilated, moved or disfigured. All existing trees shall be protected during construction and preserved by wells or islands and proper grading in such a manner as may be required by the Architectural Control Committee. Existing live trees with a diameter of four inches or more at a height six inches above the ground shall be considered by the Architectural Control Committee in granting approval for the location of the house, driveway and any and all other structures on any Lot.

As required by the provisions of the Subdivider's Agreement with the Village of Mukwonago, the Owners of each Lot, as part of the landscaping plan, shall plant a minimum of two (2) hardwood trees, selected from a list approved by the Village of Mukwonago, in the front yard of the residence, each tree shall have a minimum trunk diameter, at the time of planting, of not less than 3" (three inches), measured 6" (six inches) above the ground surface. The type and location of said trees shall be subject to approval of the Architectural Control Committee as part of the approval of the landscaping plan. The two required trees shall be planted a minimum of 15 feet from the public sidewalk.

Lot Owners are further required to maintain, and replace, if necessary, the street trees installed by Developer in the road right of way in front of their Lot, between the sidewalk and the street, for a period of three (3) years from the date of planting of each such tree. Replacement, if required, shall be with a 3" hardwood (3" trunk diameter measured 6" above the ground), selected from a list approved by the Village of Mukwonago, at the Lot Owner's expense. If a tree is located so as to interfere with driveway placement, the Lot Owner shall be responsible for relocating or replacing such tree to a location approved by the Village building inspector.

11. BUILDING SETBACKS

It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as the specific Lot.

The minimum building setbacks² and offsets are:

- 35 feet from all street property lines
- 15 feet from all side property lines for one-story residences,
- 20 feet from one side property line and 15 feet on the other side for one and one-half and two story residences, and
- 40 feet from all rear property lines.

The site plan for each Lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously

² For all irregular shaped lots, it is recommended that the property owner consult with the Village Zoning Administrator to determine the location of the Village's minimum setback line.

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Date _____

approved. In achieving these goals, offsets greater than those specified above may be required by the Architectural Control Committee. Further, the Architectural Control Committee, in its sole discretion, may alter the offsets to the minimum allowed by the Village of Mukwonago if it determines, in its sole discretion, that terrain conditions and/or preservation of existing trees so require.

Pursuant to the provisions of the Developer's Agreement entered into with the Village of Mukwonago, in addition to the above setback requirements, the following shall apply: "The perimeter walls of the principal dwelling shall be not less than twenty (20) feet from any wetland area depicted on the Final Plat, so as to provide for a reasonable area around the dwelling for grading, and for porches, decks, patios and stairways. Porches, decks, patios, stairways and roof overhangs shall not be subject to said 20' wetland setback. There shall be no deviation from this 20' wetland setback requirement unless approved by both the Subdivision's Architectural Control Committee and the Village Building Inspector, in their sole discretion. Any such deviation if granted, shall likely require the installation of a retaining wall to avoid excess slopes."

12. DRIVEWAYS

The owner of each Lot shall, within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street. The driveway approach, extending from the public street to the house side of the public sidewalk, shall be concrete, and shall be installed in compliance with the driveway approach construction requirements of the Village. The driveway shall be not more than 24 feet in width at lot line. No more than one driveway approach is allowed on any Lot.

The Lot Owner is responsible, at the Lot Owner's expense, for removal of the vertical faced curb for the driveway opening, per the specifications of the Village. The Lot Owner shall contract for said work with a contractor approved by the Village.

All driveways shall be located at least 5 feet from the property line, unless the Village Zoning Administrator, in his/her sole discretion and in writing, permits a driveway to be located less than 5 feet from a property line due to lot width limitations at the street and/or abnormal site conditions. That portion of all driveways and driveway aprons that are within the Village street right-of-way, shall be located at least 10 feet from any sewer or water lateral and hydrant unless the Village Zoning Administrator, in his/her sole discretion and in writing, permits the driveway to be located less than 10 feet from a sewer or water lateral due to lot width limitations at the street and/or abnormal site conditions. It is the responsibility of the Lot Owner to verify actual lateral locations. Neither the Developer nor the Architectural Control Committee shall have any liability for approving plans for which driveway placement violates the foregoing restrictions. Lot Owners are advised that the foregoing restrictions on driveway placement may be enforced by the Village of Mukwonago, and that improper driveway placement may result in the Lot Owner being required to either relocate the drive and/or drive apron, or relocate the sewer and/or water lateral, at the Lot Owner's expense.

13. HEIGHT OF GRADE, BUILDING PADS AND SUMP PUMP DISCHARGE

No owner of any Lot, nor any person or persons claiming under him, shall or will at any time alter the grade of any Lot or outlot from that which is naturally occurring on that Lot or

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outlot at the time the site development improvements have been completed by the Developer, except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by the Village Engineer on file in the office of the Village Clerk, unless and until the property owner shall first obtain the written approval of the Architectural Control Committee and the Village of Mukwonago for such grade alterations.

In order to obtain this approval it shall first be necessary for the property owner, at his or her expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which does not unreasonably affect an adjacent Lot Owner as regards drainage or their viewing of unreasonable slope treatment.

Each Lot Owner must strictly adhere to and finish grade its Lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Village Engineer on file in the office of the Village Clerk. The Developer and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any Lot or outlot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

Subdivision grading has been performed with the intention that home construction on each lot take place within a building pad area consisting of a strip of land extending from the minimum front yard set-back line to a line parallel to and 50' back from said front yard set-back line, and extending across the Lot to the minimum side yard set-back lines. Construction of the home and/or other improvements beyond the limits of such building pad area may result in an increased risk of encountering adverse subsoil conditions.

All sump pump discharge lines shall be placed in such a manner that the water flow from the sump pump discharge drains to: the rear yard; or to a drainage easement located on or adjacent to the Lot; or to a stormwater detention or retention basin located on a common Outlot adjacent to the Lot. Sump pump discharge lines located such that the water flow drains to the street or public sidewalk are not permitted.

14. NUISANCES

No noxious or offensive activities shall be carried on upon any Lot or outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. OUTDOOR STORAGE

No boat, unlicensed vehicle, inoperable vehicle, recreational vehicle, vehicle licensed as a truck, or trailer of any kind may be parked or stored on any Lot outside of a building for any time period in excess of 24 hours in any calendar week, except for trucks and/or trailers used during construction or remodeling periods. The term "recreational vehicle" shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not be limited to: snowmobiles; trail bikes; travel trailers and campers; motor homes; and off road vehicles of any kind.

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16. UTILITY RESTRICTIONS

All Lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies' secondary pedestals and the buildings on any Lots shall be paid by the owner of said Lot.

17. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats and/or other customary household pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes.

18. SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign not more than two square feet in size identifying the property of the owner or promoting a political candidate for an upcoming election, one sign not more than five square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, or as a model home, but only during the construction and sales period, such signs as may be used by the Developer in conjunction with initial Lot sales in the subdivision, or one or more subdivision entrance signs erected by the Developer and/or by the Association.

19. LAWN AND YARD

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the area between the front Lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense.

20. ANTENNAE

No exterior antennae, other than one dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any Lot.

With respect to dish antennas not exceeding thirty (30) inches in diameter, same shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

21. FENCES

It is the intention to preserve the open natural feeling of Minor's Homestead Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line. Only that fencing which is purely of a decorative or landscaping nature may be installed. Fencing to meet governmental regulations with regard to swimming pools will be permitted. Properly designed and located kennels not exceeding 100 square feet in

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size for household pets will be approved providing they are properly screened from public view by landscaping.

22. MAILBOX, LAMPOST AND LANTERN

Each Lot shall have a uniform mail box and newspaper box on a uniform post, which shall be installed by the Lot Owner at the Lot Owner's expense no later than the date of issuance of the occupancy permit. The design and specifications of the mail box, newspaper box and post, including size, style, color, paint or stain, and materials, shall be such as is determined by the Architectural Control Committee, so that all mail boxes, newspaper boxes and mail box posts have a uniform appearance throughout the Subdivision. If the Post Office requires the use of grouped mail boxes, Developer shall have the right to elect, as to some or all Lots, to provide and install the mail boxes, newspaper boxes and/or posts, and to collect from Lot Owners, at closing on the lot sale, a reasonable charge for providing and installing same. The Owner's Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing mailboxes, newspaper boxes and/or posts, and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the Lot Owner shall be responsible for maintaining the mailbox, newspaper box and post in a first class condition at all times, and in compliance with the specifications.

Each Lot Owner is required to purchase and install, prior to the issuance of the Occupancy Permit for the home on the Lot, a uniform lamppost and lantern. The lamppost and lantern shall be equipped with a photo-electric sensor so that the lantern is lit from dusk to dawn. The lamppost and lantern specifications (including manufacturer, model number, size, style, color, paint or stain, and materials and light bulb specifications), and the location at which same is to be installed, shall be such as are specified by the Architectural Control Committee. The Owner's Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing lampposts and/or lanterns, and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the Lot Owner shall be responsible for maintaining the lamppost and lantern in a first class condition at all times, and in compliance with the specifications.

23. EASEMENTS

The Developer at its sole discretion may grant easements to the public utilities that will service the Lots at Minor's Homestead Subdivision.

24. SWIMMING POOLS AND HOT TUBS

In-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet Village and county ordinances and specifications. Above ground swimming pools are prohibited, including but not limited to temporary or portable above ground pools with filtration systems. Above ground wading pools in excess of 30 square feet of water surface area are prohibited. Hot tubs and spas are permitted. Architectural Control Committee approval is not required for portable units, but is required for permanently installed units. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo requires approval, whether or not the gazebo is permanently affixed to the ground.

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25. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations and ordinances of the Village of Mukwonago, Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Village, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify in any way, the rules, codes, regulations and ordinances of the Village of Mukwonago, Waukesha County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the subdivision plat, the Subdivider's Agreement, and/or any approval obtained in conjunction with the development of this subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other Lot Owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

26. SUBDIVIDER'S AGREEMENT

A Subdivider's Agreement has been entered into by and between the Developer and the Village of Mukwonago, a copy of which is on file in the office of the Village Clerk of the Village of Mukwonago.

27. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the Lots in the subdivision, provided, however, so long as the Developer owns any Lot in the subdivision, no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer. Notwithstanding the foregoing, the provisions of Sections 10, 11, 12, 13, 25 and 34 shall not be amended or modified without the approval of the Village Board of the Village of Mukwonago. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. In the event there is more than one (1) owner of any Lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, prior to the date of execution of such

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amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Developer alone.

28. ASSIGNMENT

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

29. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the subdivision, (and by the Village of Mukwonago in the event Sections 10, 11, 12, 13, 25, 27 or 34 are violated), by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer or the Owner's Association undertake any enforcement action.

30. TERM

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats., but including any future amendments, modifications or re-numbering of that section).

31. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

32. OWNER'S ASSOCIATION

An Owner's Association shall be created by the Developer for the purpose of managing the affairs of the subdivision, and for the purpose of managing, controlling and maintaining common areas, common improvements and common easements. Said Association shall be established as follows:

A. The Association shall be established as either a non-profit corporation or a non-profit association. Each Lot Owner shall be a member of

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the Association, and each Lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot.

B. The Association shall be governed by a Board of Directors consisting of not less than three (3) directors, who shall act by majority vote. So long as any vacant Lot in the subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each Lot in the subdivision shall be subject to assessment by the Association for an equal share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and, except as set forth below with respect to Waukesha County and/or the Village of Mukwonago, the personal obligation of the Lot Owners, until paid. In the event Waukesha County and/or the Village of Mukwonago become the owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the Village with respect to fees or assessments imposed by this Declaration. Further, in the event Waukesha County and/or the Village of Mukwonago become the owners of any Lot through the tax delinquency process, neither the County nor the Village shall have any personal obligation for the payment of Association assessments.

D. The Articles and By-Laws of the Association shall contain such additional provisions as Developer may deem appropriate at the time of establishment of the Association.

E. In the event any further division of any Lot (whether by Subdivision Plat, Certified Survey Map, and/or other legal land division) creates additional residential Lots within the subdivision, each Lot so created shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses, with all other Lots in the Subdivision.

33. OUTLOTS.

The Minor's Homestead Subdivision Plat contains areas designated as Outlots. Said Outlots are common areas for the Lots in Minor's Homestead. Each Lot in Minor's Homestead shall be deemed to include an equal undivided ownership interest in the Outlots, and each conveyance of a Lot in Minor's Homestead shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance.

34. MAINTENANCE OF DRAINAGE EASEMENTS, COMMON AREAS AND ENTRANCE SIGNAGE

The Owner's Association has the responsibility of properly landscaping and maintaining all common areas, street islands and subdivision entrance signage. Subject to the provisions of Paragraph 35 below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas and drainage facilities located within the individual Lots which are subject to this Declaration of Restrictions and all drainage easement areas and

Buyer Initials _____

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drainage facilities within common areas. Maintenance of all such drainage easement areas and drainage facilities shall be performed in accordance with the Storm Water Management Maintenance Agreement executed by the Developer, the Owner's Association and the Village of Mukwonago, which has been recorded at the office of the Register of Deed for Waukesha County, Wisconsin. In the event the Owner's Association does not properly landscape and/or maintain said items, the Village of Mukwonago may send written notice to the Association setting forth which of said items the Village has determined are not properly landscaped and/or maintained, and stating that the Village of Mukwonago may perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the Village determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If such landscaping and/or maintenance is not performed within the time granted by the above-referenced notice, and/or if the Village determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the Village of Mukwonago shall then have the authority, but not the obligation, to undertake such landscaping and/or maintenance, and shall have the right to charge the Lot Owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627 Wis. Stats. If such charges are not paid by any Lot Owner within the period fixed by the Village of Mukwonago, such charges shall become a lien upon the Lot Owner's Lot as provided in Section 66.0627(4), Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Lot Owner's Lot as provided in Section 66.0627, Wis. Stats.

35. DAY TO DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

The day to day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Village's authority of enforcement against the Association, as described in Section 34, above.

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Date _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of March, 2005.

Minor's Homestead, LLC, Developer

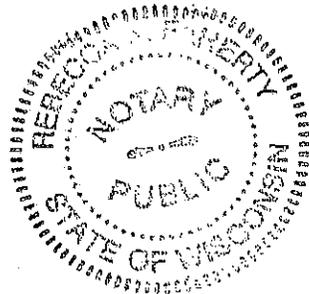
By: [Signature]
Michael D. Schutte, Executive Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
WAUKESHA COUNTY)

Personally came before me this 7th day of March, 2005, the above-named Michael D. Schutte, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Print Name: Rebecca A. Faberty
Notary Public, Waukesha County, WI
My commission expires 4/22/2007



Approved:
[Signature]
Shawn Reilly, Village Attorney, Village of Mukwonago

Drafted by:
Craig A. Caliendo, Esq.
700 Pilgrim Parkway, Suite 100
Elm Grove, WI 53122
State Bar No. 1008943

Buyer Initials _____
Date _____

EXHIBIT A
LEGAL DESCRIPTION(S)

Buyer Initials _____

Date _____

March 8, 2005
Project No. 12992

Legal Description:

Minors Homestead Addition No. 1:

All that part of the NE 1/4, SE 1/4, SW 1/4, and NW 1/4 of the NE 1/4 of Section 27 and the SE 1/4 of the NW 1/4 of Section 27, Township 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the North 1/4 corner of said Section 27; thence S.00°46'35"E., along the West line of the Northeast 1/4 of said section 27, 883.47 feet to the point of beginning; thence N.78°38'31"E., 220.44 feet; thence N.30°54'22"E., 225.45 feet; thence N.16°20'18"E., 110.07 feet; thence S.85°40'53"E., 173.98 feet; thence N.89°12'42"E., 939.75 feet; thence S.34°43'18"E., 87.13 feet; thence S.24°18'09"W., 151.38 feet; thence S.11°02'47"W., 278.68 feet; thence S.37°58'26"W., 34.75 feet; thence S.60°49'16"W., 212.39 feet; thence S.38°43'33"W., 313.74 feet; thence S.07°58'58"E., 403.00 feet; thence S.72°26'40"E., 89.66 feet; thence N.58°39'47"E., 163.00 feet to the point of curve; thence 33.39 feet along the arc of a curve to the left, with a radius of 350.00 feet and whose chord bears S.34°04'12"E., 33.38 feet; thence S.36°48'11"E., 92.90 feet to the north right-of-way of C.T.H."LO"; thence along said north right-of-way on the following described courses, S.53°11'49"W., 173.08 feet to a point of curve; thence 244.53 feet along the arc of a curve to the right, with a radius of 435.53 feet and whose chord bears S.69°16'54"W., 241.33 feet; thence S.85°21'59"W., 988.32 feet; thence S.86°11'29"W., 622.76 feet to a point of curve; thence 270.83 feet along the arc of a curve to the left, with a radius of 503.71 feet and whose chord bears S.70°47'17"W., 267.58 feet; thence S.55°23'05"W., 544.29 feet to the West line of the East 1/2 of said Northwest 1/4 of Section 27; thence N.00°52'21"W., along said West line, 1,215.29 feet; thence N.89°07'40"E., 1,334.03 feet; thence N.00°46'35"W., 431.99 feet to the point of beginning. Said lands contain 2,993,451 square feet or 68.72 acres.

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EXHIBIT "A" - LEGAL DESCRIPTION

MINOR'S HOMESTEAD ADDITION NO. 2

BEING PART OF THE SW¹/₄ OF THE NW¹/₄ OF SECTION 27,
TOWN 5 NORTH, RANGE 18 EAST, TOWN OF MUKWONAGO, WAUKESHA COUNTY,
WISCONSIN, BEING MORE COMPLETELY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NW¹/₄ OF SAID SECTION 27;
THENCE N00°58'07"W, ALONG THE WEST LINE OF SAID NW¹/₄ OF SECTION 27;
A DISTANCE OF 821.47' TO A POINT; THENCE N89°01'53"E, A DISTANCE
OF 50.00' TO A POINT; THENCE S84°58'58"E, A DISTANCE OF 301.49'
TO A POINT; THENCE N88°21'29"E, A DISTANCE OF 155.00' TO A POINT;
THENCE N01°38'31"W, A DISTANCE OF 198.47' TO A POINT; THENCE
N89°21'08"E, A DISTANCE OF 54.09' TO A POINT ON A CURVE; THENCE
ALONG SAID CURVE TO THE LEFT, A LENGTH OF 152.42', SAID CURVE
HAVING A RADIUS OF 467.00', A CHORD THAT BEARS N80°00'07.5"E, FOR
A DISTANCE OF 151.74' TO A POINT; THENCE N19°20'53"W, A DISTANCE
OF 153.91' TO A POINT; THENCE N71°05'24"E, A DISTANCE OF 100.59' TO A
POINT; THENCE N22°30'55"E, A DISTANCE OF 27.51' TO A POINT; THENCE
N71°05'24"E, A DISTANCE OF 280.32' TO A POINT; THENCE N83°37'18"E,
A DISTANCE OF 148.42' TO A POINT; THENCE N89°07'43"E, A DISTANCE
OF 155.00' TO A POINT; THENCE S00°52'21"E, A DISTANCE OF 1316.97' TO A
POINT ON THE SOUTH LINE OF SAID NW¹/₄; THENCE WITH SAID SOUTH LINE
S89°03'54"W, A DISTANCE OF 1331.82' TO THE POINT OF BEGINNING,
SAID PARCEL CONTAINING 32.41 ACRES.

RSV
ENGINEERING, INC.

Engineers • Land Surveyors • Environmental Scientists
801 MAIN STREET MUKWONAGO, WISCONSIN 53149 (262)563-2004

Buyer Initials _____

Date _____

Document Number

DECLARATION OF RESTRICTIONS
Title of Document

3255755

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

03-08-2005 9:22 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 40.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 19

Recording Area

Name and Return Address
Bill Wondrachek Jr
N57W35003 PONDVIEW LANE
OCONOMOWOC, WI 53066

Handwritten signature/initials

Parcel Identification Number (PIN)

DECLARATION OF RESTRICTIONS FOR
MINOR'S HOMESTEAD ADDITION NO. 3

Document Number

Document Title

9/28/06
Doc. # 342

Recording Area

Name and Return Address:

Title West

N14 W24200 Tower Place Suite 110
Waukesha, WI 53188

Parcel Identification Number (PIN)

**DECLARATION OF RESTRICTIONS
FOR
MINOR'S HOMESTEAD ADDITION NO. 3**

This Declaration is made this 22 day of September, 2006 by Minor's Homestead, LLC, hereinafter the "Developer".

WHEREAS, Developer is the developer of the Minor's Homestead Subdivision Addition No. 3 in the Village of Mukwonago, Waukesha County, Wisconsin; and

WHEREAS, Developer is the owner of Lots and Outlots in Minor's Homestead Subdivision Addition No. 3 (collectively the "Subdivision"); and

WHEREAS, Developer desires to subject the residential Lots and Common Outlots in said Subdivision to the conditions, restrictions, covenants, reservations and easements contained herein for the benefit of the said property and for the benefit of each owner of any part thereof and for the purpose of creating a desirable utilization of land in an aesthetically pleasing residential environment.

THEREFORE, the Developer hereby declares that the real property described on the attached Exhibit A, shall be held, sold, conveyed, transferred, used and improved only subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth which shall inure to the benefit of the Developer, and its respective successors and assigns, and to all parties hereafter having any interest in the property.

1. BINDING EFFECT AND DEFINITIONS

This Declaration of Restrictions shall become effective immediately upon the recording hereof with respect to the property described on the attached Exhibit A.

The terms "Minor's Homestead", "Minor's Homestead development" and "subdivision", as used in this Declaration of Restrictions, are defined as the property described on the attached Exhibit A.

The term "Lot" as used in this Declaration is hereby defined as each separate buildable parcel of real estate existing now or in the future which is created by any land division done in accordance with all applicable laws and regulations, and in compliance with all restrictions set forth in this Declaration, of the lands subject to this Declaration.

The terms "Common Outlot" and "common area" are defined as all areas designated as Outlots on the plats for the Subdivision, excluding Outlot 12.

2. GENERAL PURPOSE

The general purpose of these restrictions is to assure that Minor's Homestead will become and remain an attractive, high quality residential community and to that end to preserve

and maintain the natural beauty, to insure the best use and the most appropriate development and improvement of building sites within the property; to protect owners of building sites against such use of surrounding sites as may detract from the residential value of their property; to guard against and prevent the erection of poorly designed or proportioned structures on any part of the property; to obtain harmonious use of materials and color schemes in improvements; to insure the highest and best residential quality of the property; to encourage and secure the improvements of the property with attractive homes with appropriate locations thereof on the building sites; to secure and maintain proper spatial relationships of structures to other structures and lot lines; and generally to insure the highest and best residential development of the property.

3. INTERPRETATION

It is inherent to protective covenants and restrictions that from time to time those covenants and restrictions are subject to interpretation. In those instances wherein an interpretation is required because there is no definitive rule to be followed, or because there is a question regarding an intangible concept such as, but not limited to, what constitutes harmonious architectural design, what is poor design or proportion and what is aesthetically pleasing, the matter shall be subject to the opinion of the Architectural Control Committee for the granting of a final approval.

4. ARCHITECTURAL CONTROL COMMITTEE

An Architectural Control Committee (hereinafter the "Committee") for Minor's Homestead Subdivision is hereby established. The Committee shall consist of not less than three members, designated as hereinafter set forth. The decision of the majority of the members of the Committee shall be final and binding upon all parties. The Committee members shall not be entitled to compensation for services performed pursuant to this paragraph. The initial members of the Committee shall be appointed by the Developer, and the Developer shall be entitled to remove and replace members of the Committee, at its sole discretion, as long as there remains any vacant Lot in the subdivision owned by the Developer; thereafter, the Committee shall consist of the Board of Directors of the Owner's Association, established as hereinafter set forth, provided said Owner's Association is in existence. If the Owner's Association is not legally in existence at any time after which there is no longer any vacant Lot in the subdivision, the Committee shall continue in existence with its then existing members, and Committee members shall be subject to removal, replacement and/or appointment as follows: by majority vote of the Committee members in attendance at a Committee meeting called by any one or more Committee members for that purpose; and/or by majority vote of Lot Owners in attendance at a meeting of Lot Owners called by any one or more Lot Owners for that purpose. Lot Owner meetings called to remove, replace and/or appoint Committee members shall require not less than 10 days written notice to at least one owner of each Lot, by personal delivery or by First Class U. S. Mail addressed to the last known owner and address as shown on the Tax Roll.

5. ARCHITECTURAL CONTROL

No building, swimming pool, gazebo, fence, wall, tennis court, light post, or other structure or improvement shall be constructed, erected, placed or altered on any Lot in Minor's Homestead Subdivision without the approval of the Architectural Control Committee. For any undertaking requiring approval of the Architectural Control Committee, three sets of plans [including building construction plans (with square footage called out, and with roof, siding and

trim colors), site plans, grading plans (where necessary) and landscaping plans] shall be submitted to the Architectural Control Committee, with a postage paid return envelope. If and when plans are approved, two sets of the approved plans shall be signed, dated, and returned by the Architectural Control Committee to the Lot Owner as evidence of such approval. Any changes or revisions required by the Architectural Control Committee shall first be made to the plans by the owner's agent before approval is given. Once the Architectural Control Committee's approval has been given the plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved by the Architectural Control Committee.

In passing upon the plans and specifications, the Committee may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, the harmony thereof with surrounding buildings, its proposed location, the view from other properties in the subdivision, and such other matters of terrain, environmental impact, aesthetics, and impact upon other Lots in the subdivision as the Committee may deem appropriate. The Committee shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or common sense. Any action by the Committee shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Committee shall not be liable for actions taken or decisions made in good faith.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. It is not intended that the Committee have full knowledge of, or expertise in, matters of zoning, building codes or proper drainage. The Committee shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes, and/or which fail to properly handle drainage. In the event that approved plans violate applicable zoning or building codes, or fail to properly handle drainage, it shall be the sole responsibility of the Lot Owner to discover and determine the error, to have the appropriate corrections made to the plans, and to resubmit the corrected plans to the Committee for its approval.

6. DWELLINGS AND OTHER STRUCTURES

All Lots shall be used only for single family residential purposes, and such recreational purposes permitted by this Declaration and applicable zoning. All dwellings shall be designed by a home designer, registered architect or equally qualified individual or firm.

It is specifically intended, by the architectural control provisions set forth herein, that there be a compatibility of architectural styles amongst the various homes that are in close visual proximity to one another, while at the same time retaining diversity so as to avoid the monotony of duplication. Toward this end, the Architectural Control Committee may evaluate and approve the use of a particular architectural style of home on any given Lot in the subdivision. In making that evaluation the Architectural Control Committee may consider the proposed residence in relation to existing homes or previously approved homes that will be in close visual proximity to the proposed residence. The Architectural Control Committee, in its sole discretion, may grant conceptual approval for the use of a certain exterior design on any Lot in the subdivision, and reserve the use of said design for said Lot, prior to receiving the actual plans as required pursuant to Paragraph 5 above. Any such conceptual approval and/or reservation may be rescinded by the Architectural Control Committee at any time, at its sole option, upon not less than sixty (60) days written notice to the Lot Owner, if the Lot Owner fails to submit the full set of plans as

required pursuant to Paragraph 5 above prior to the expiration of said notice period, and/or if the Committee rejects the plans so submitted.

The exterior siding of all dwellings shall consist of natural wood siding, fiber cement siding, stucco, natural stone or brick, cultured stone or brick, and/or vinyl siding. No exterior walls shall have twenty feet (20') or more of continuous wall without a door or window. No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding. The roofing of all dwellings shall consist of asphalt shingles, wood shingles or tile. The Architectural Control Committee, in its sole discretion, may permit or prohibit the use of other types roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Control Committee may, in their sole discretion, permit the use of such other forms of high quality and aesthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or copper. The main portion of the roof shall have a minimum pitch of 6/12. A lesser pitch over other areas, such as porches, breezeways and bays, may be permitted or denied at the sole discretion of the Architectural Control Committee.

All homes shall include an attached garage with a minimum of 400 square feet. The Architectural Control Committee, at its sole discretion, may prohibit any attached garage which has an exterior appearance of having a capacity of more than 3 cars. Side entry and courtyard entry garages are encouraged, however, front entry garages may be permitted by the ACC if site conditions justify it. No detached garages shall be permitted.

Outbuildings, such as storage sheds, gazebos, pool equipment and/or changing room facilities, etc. may be allowed, providing they are approved, as to design, location and landscaping, by the Architectural Control Committee. No outbuilding shall be constructed on any Lot prior to the commencement of construction of the single family residence on such Lot. All Lot Owners are further advised that outbuilding construction is also subject to applicable zoning ordinances, and may be prohibited or restricted by the Village of Mukwonago unless a variance or conditional use permit is obtained.

7. MINIMUM SQUARE FOOTAGE REQUIREMENTS

Houses constructed in Minor's Homestead Subdivision shall have a minimum square footage of living space as follows:

- i. One story houses shall have a minimum square footage of living space of not less than 1,800 square feet.
- ii. One and one-half story and two story houses shall have a minimum square footage of living space of not less than 2,200 square feet.
- iii. Split level houses (three or more levels) shall have a minimum square footage of living space of not less than 2,200 square feet total on the upper two levels.
- iv. Bi-level houses shall not be permitted.

Living space is determined by the outside dimensions (exclusive of garages, porches, patios, breezeways, sun rooms and similar additions) of the exterior walls of above grade finished living space. In no event shall floor space which is partially or completely below

finished yard grade (such as basement space, whether or not exposed, and/or the lower level of a split level) be counted for purposes of determining minimum square footage of living space. The minimum square footage shall be determined as of the time of initial construction, and shall not consider or include unfinished areas or future additions.

Notwithstanding the above minimum square footage requirements, the Architectural Control Committee shall have the right, in its sole discretion, to reduce the square footage requirement for any house by up to 10 % (but not below the minimum required by applicable zoning), providing the house contains outstanding architectural features and/or materials.

8. COMMENCEMENT OF AND COMPLETION OF CONSTRUCTION

Any exterior construction commenced shall be completed within a one year period and shall be ready for occupancy within that period. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the owner of such Lot shall landscape any area disturbed by construction, and shall complete all landscaping in accordance with the plans and specifications approved by the Architectural Control Committee.

During the time of construction the Lot Owner shall be responsible to see that his or her contractor maintains a constant cleanup of all scraps, paper or other waste materials, and all dirt and mud tracked onto public streets. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction. In the event that the owner or his contractor shall fail in this responsibility the Developer shall have the right to perform the necessary cleanup and/or make the necessary repairs and to obtain reimbursement for the expense incurred by the Developer, as set forth in Paragraph 9 below.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the immediate construction site.

9. FAILURE TO COMPLY

In the event the lot owner and/or his or her contractors fail to comply with the cleanup requirements and/or repair of any damaged sidewalks, curbs and/or gutters, drainage facilities, public right-of-way and/or other improvements required by these Restrictions and/or by the Village of Mukwonago, and in the event the Developer, as a result of such noncompliance, undertakes any cleanup or repair, and/or is charged or assessed by the Village of Mukwonago for same, the Developer shall be entitled to recover, upon demand, from the Owners of the applicable Lot, jointly and severally, all costs and expenses incurred by Developer for such cleanup and/or repair, together with all costs and expenses of collection, including but not limited to reasonable actual attorney's fees. In the event the lot owner and/or the lot owner's contractors fail to comply with the architectural or other requirements or provisions of this Declaration, and in the event Developer or the ACC retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer shall be entitled to recover, upon demand, from the Owners of the applicable Lot, jointly and severally, all costs and expenses, including but not limited to reasonable actual attorney's fees, incurred by Developer with respect to such enforcement.

10. TREES

No existing live tree with a diameter of four inches or more at a height six inches above ground shall, without approval of the Architectural Control Committee be cut down, destroyed, mutilated, moved or disfigured. All existing trees shall be protected during construction and preserved by wells or islands and proper grading in such a manner as may be required by the Architectural Control Committee. Existing live trees with a diameter of four inches or more at a height six inches above the ground shall be considered by the Architectural Control Committee in granting approval for the location of the house, driveway and any and all other structures on any Lot.

As required by the provisions of the Subdivider's Agreement with the Village of Mukwonago, the Owners of each Lot, as part of the landscaping plan, shall plant a minimum of two (2) hardwood trees, selected from a list approved by the Village of Mukwonago, in the front yard of the residence, each tree shall have a minimum trunk diameter, at the time of planting, of not less than 3" (three inches), measured 6" (six inches) above the ground surface. The type and location of said trees shall be subject to approval of the Architectural Control Committee as part of the approval of the landscaping plan. The two required trees shall be planted a minimum of 15 feet from the public sidewalk.

Lot Owners are further required to maintain, and replace, if necessary, the street trees installed by Developer in the road right of way in front of their Lot, between the sidewalk and the street, for a period of three (3) years from the date of planting of each such tree. Replacement, if required, shall be with a 3" hardwood (3" trunk diameter measured 6" above the ground), selected from a list approved by the Village of Mukwonago, at the Lot Owner's expense. If a tree is located so as to interfere with driveway placement, the Lot Owner shall be responsible for relocating or replacing such tree to a location approved by the Village building inspector.

11. BUILDING SETBACKS

It is one of the intentions of the covenants and restrictions to create a completed community whose site plan is varied and well integrated to the overall site surroundings as well as the specific Lot.

The minimum building setbacks and offsets are:

- 35 feet from all street property lines
- 15 feet from all side property lines for one-story residences,
- 20 feet from one side property line and 15 feet on the other side for one and one-half and two story residences, and
- 40 feet from all rear property lines.

The site plan for each Lot will be reviewed with respect to achieving the above goals and avoiding monotony or noticeable similar placement of homes to those existing or previously approved. In achieving these goals, offsets greater than those specified above may be required by the Architectural Control Committee. Further, the Architectural Control Committee, in its sole discretion, may alter the offsets to the minimum allowed by the Village of Mukwonago if it

determines, in its sole discretion, that terrain conditions and/or preservation of existing trees so require.

Pursuant to the provisions of the Developer's Agreement entered into with the Village of Mukwonago, in addition to the above setback requirements, the following shall apply: "The perimeter walls of the principal dwelling shall be not less than twenty (20) feet from any wetland area depicted on the Final Plat, so as to provide for a reasonable area around the dwelling for grading, and for porches, decks, patios and stairways. Porches, decks, patios, stairways and roof overhangs shall not be subject to said 20' wetland setback. There shall be no deviation from this 20' wetland setback requirement unless approved by both the Subdivision's Architectural Control Committee and the Village Building Inspector, in their sole discretion. Any such deviation if granted, shall likely require the installation of a retaining wall to avoid excess slopes."

12. DRIVEWAYS

The owner of each Lot shall, within one year of the date of issuance of an occupancy permit for the construction of a residence on a Lot, install a hard surfaced concrete or asphalt driveway. Said driveway shall extend from the vehicle entry to the garage to an intersection with the public street. The driveway approach, extending from the public street to the house side of the public sidewalk, shall be concrete, and shall be installed in compliance with the driveway approach construction requirements of the Village. The driveway shall be not more than 24 feet in width at lot line. No more than one driveway approach is allowed on any Lot.

The Lot Owner is responsible, at the Lot Owner's expense, for removal of the vertical faced curb for the driveway opening, per the specifications of the Village. The Lot Owner shall contract for said work with a contractor approved by the Village.

All driveways shall be located at least 5 feet from the property line, unless the Village Zoning Administrator, in his/her sole discretion and in writing, permits a driveway to be located less than 5 feet from a property line due to lot width limitations at the street and/or abnormal site conditions. That portion of all driveways and driveway aprons that are within the Village street right-of-way, shall be located at least 10 feet from any sewer or water lateral and hydrant unless the Village Zoning Administrator, in his/her sole discretion and in writing, permits the driveway to be located less than 10 feet from a sewer or water lateral due to lot width limitations at the street and/or abnormal site conditions. It is the responsibility of the Lot Owner to verify actual lateral locations. Neither the Developer nor the Architectural Control Committee shall have any liability for approving plans for which driveway placement violates the foregoing restrictions. Lot Owners are advised that the foregoing restrictions on driveway placement may be enforced by the Village of Mukwonago, and that improper driveway placement may result in the Lot Owner being required to either relocate the drive and/or drive apron, or relocate the sewer and/or water lateral, at the Lot Owner's expense.

13. HEIGHT OF GRADE, BUILDING PADS AND SUMP PUMP DISCHARGE

No owner of any Lot, nor any person or persons claiming under him, shall or will at any time alter the grade of any Lot or outlot from that which is naturally occurring on that Lot or outlot at the time the site development improvements have been completed by the Developer, except to the extent required to comply with the Master Grading Plan or any amendment thereto approved by the Village Engineer on file in the office of the Village Clerk, unless and until the

property owner shall first obtain the written approval of the Architectural Control Committee and the Village of Mukwonago for such grade alterations.

In order to obtain this approval it shall first be necessary for the property owner, at his or her expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, and is a plan which does not unreasonably affect an adjacent Lot Owner as regards drainage or their viewing of unreasonable slope treatment.

Each Lot Owner must strictly adhere to and finish grade its Lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Village Engineer on file in the office of the Village Clerk. The Developer and/or the Village and/or their agents, employees or independent contractors shall have the right to enter upon any Lot or outlot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

All sump pump discharge lines shall be placed in such a manner that the water flow from the sump pump discharge drains to: the rear yard; or to a drainage easement located on or adjacent to the Lot; or to a stormwater detention or retention basin located on a common Outlot adjacent to the Lot. Sump pump discharge lines located such that the water flow drains to the street or public sidewalk are not permitted.

14. NUISANCES

No noxious or offensive activities shall be carried on upon any Lot or outlot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

15. OUTDOOR STORAGE

No boat, unlicensed vehicle, inoperable vehicle, recreational vehicle, vehicle licensed as a truck, or trailer of any kind may be parked or stored on any Lot outside of a building for any time period in excess of 24 hours in any calendar week, except for trucks and/or trailers used during construction or remodeling periods. The term "recreational vehicle" shall mean any vehicle used primarily for pleasure or recreation, and shall include, but not be limited to: snowmobiles; trail bikes; travel trailers and campers; motor homes; and off road vehicles of any kind.

16. UTILITY RESTRICTIONS

All Lots shall be provided with electric, natural gas, and telephone service by means of underground installation only. No residence or other building or structure on any Lot shall be serviced by the use of any secondary overhead service wires. All costs and expenses involved in installing underground utility service connections on any Lot between the utility companies' secondary pedestals and the buildings on any Lots shall be paid by the owner of said Lot.

17. ANIMALS AND LIVESTOCK AND POULTRY

No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that dogs, cats and/or other customary household pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes.

18. SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign not more than two square feet in size identifying the property of the owner or promoting a political candidate for an upcoming election, one sign not more than five square feet in size advertising the property for sale or rent, a sign used by a builder to advertise a residence for sale, or as a model home, but only during the construction and sales period, such signs as may be used by the Developer in conjunction with initial Lot sales in the subdivision, or one or more subdivision entrance signs erected by the Developer and/or by the Association.

19. LAWN AND YARD

In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the area between the front Lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense.

20. ANTENNAE

No exterior antennae, other than one dish type antenna not exceeding thirty (30) inches in diameter, shall be allowed on any Lot.

With respect to dish antennas not exceeding thirty (30) inches in diameter, same shall not be attached to the front of any house, nor shall same be located in the front yard of the residence.

21. FENCES

It is the intention to preserve the open natural feeling of Minor's Homestead Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line. Only that fencing which is purely of a decorative or landscaping nature may be installed. Fencing to meet governmental regulations with regard to swimming pools will be permitted. Properly designed and located kennels not exceeding 100 square feet in size for household pets will be approved providing they are properly screened from public view by landscaping.

22. MAILBOX, LAMPPOST AND LANTERN

Each Lot shall have a uniform mail box and newspaper box on a uniform post, which shall be installed by the Lot Owner at the Lot Owner's expense no later than the date of issuance

of the occupancy permit. The design and specifications of the mail box, newspaper box and post, including size, style, color, paint or stain, and materials, shall be such as is determined by the Architectural Control Committee, so that all mail boxes, newspaper boxes and mail box posts have a uniform appearance throughout the Subdivision. If the Post Office requires the use of grouped mail boxes, Developer shall have the right to elect, as to some or all Lots, to provide and install the mail boxes, newspaper boxes and/or posts, and to collect from Lot Owners, at closing on the lot sale, a reasonable charge for providing and installing same. The Owner's Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing mailboxes, newspaper boxes and/or posts, and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the Lot Owner shall be responsible for maintaining the mailbox, newspaper box and post in a first class condition at all times, and in compliance with the specifications.

Each Lot Owner is required to purchase and install, prior to the issuance of the Occupancy Permit for the home on the Lot, a uniform lamppost and lantern. The lamppost and lantern shall be equipped with a photo-electric sensor so that the lantern is lit from dusk to dawn. The lamppost and lantern specifications (including manufacturer, model number, size, style, color, paint or stain, and materials and light bulb specifications), and the location at which same is to be installed, shall be such as are specified by the Architectural Control Committee. The Owner's Association shall have the right to assume all or part of the responsibility for maintaining, repairing and/or replacing lampposts and/or lanterns, and to charge the cost thereof as a common expense. To the extent not assumed by the Association, the Lot Owner shall be responsible for maintaining the lamppost and lantern in a first class condition at all times, and in compliance with the specifications.

23. EASEMENTS

The Developer at its sole discretion may grant easements to the public utilities that will service the Lots at Minor's Homestead Subdivision.

24. SWIMMING POOLS AND HOT TUBS

In-ground swimming pools shall be permitted, subject to the approval of the Architectural Control Committee, if they meet Village and county ordinances and specifications. Above ground swimming pools are prohibited, including but not limited to temporary or portable above ground pools with filtration systems. Above ground wading pools in excess of 30 square feet of water surface area are prohibited. Hot tubs and spas are permitted. Architectural Control Committee approval is not required for portable units, but is required for permanently installed units. If placed on a concrete slab, the slab requires approval. If covered with a gazebo type structure, the gazebo requires approval, whether or not the gazebo is permanently affixed to the ground.

25. GOVERNMENT RESTRICTIONS

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations and ordinances of the Village of Mukwonago, Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Village, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any

modification of, nor does it authorize the Architectural Control Committee to modify in any way, the rules, codes, regulations and ordinances of the Village of Mukwonago, Waukesha County, the State of Wisconsin and the Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the subdivision plat, the Subdivider's Agreement, and/or any approval obtained in conjunction with the development of this subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other Lot Owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

26. SUBDIVIDER'S AGREEMENT

A Subdivider's Agreement has been entered into by and between the Developer and the Village of Mukwonago, a copy of which is on file in the office of the Village Clerk of the Village of Mukwonago.

27. AMENDMENTS TO DECLARATION

This Declaration may be annulled, waived, changed, modified or amended at any time by written declaration setting forth said change, executed by the owners of at least sixty percent (60%) of the Lots in the subdivision, provided, however, so long as the Developer owns any Lot in the subdivision, no amendment to this Declaration of Restrictions shall become effective unless the amendment is approved by and executed by the Developer. Notwithstanding the foregoing, the provisions of Sections 10, 11, 12, 13, 25 and 34 shall not be amended or modified without the approval of the Village Board of the Village of Mukwonago. Further, no amendment shall become effective unless and until same is duly recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. In the event there is more than one (1) owner of any Lot in the subdivision, the execution of any amendment by any one (1) or more of said owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment, without the requirement that the other owner(s) of such Lot join in the execution of such amendment, unless such other owner or owners of said Lot have recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, prior to the date of execution of such amendment by any other owner of such Lot, a notice setting forth the fact that approval of any amendment on behalf of such Lot shall not be effective without the approval of the owner filing such notice. In no event shall this section be construed so as to require the Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted by any provision of this Declaration to be made by Developer alone.

28. ASSIGNMENT

All Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers.

29. ENFORCEMENT

The restrictions and covenants herein contained may be enforced by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the subdivision, (and by the Village of Mukwonago in the event Sections 10, 11, 12, 13, 25, 27 or 34 are violated), by proceedings at law or in equity against any person or persons violating or attempting to violate same. The proceedings may seek to recover damages and/or demand compliance. No enforcement action by the Developer, by the Owner's Association created pursuant to the provisions of this Declaration of Restrictions, and/or by any Lot Owner in the subdivision with respect to the construction, placement or alteration of any structure or improvement on any Lot shall be commenced more than one (1) year after the completion of the construction, placement or alteration of such structure or improvement. Nothing herein contained shall be construed so as to require that the Developer or the Owner's Association undertake any enforcement action.

30. TERM

These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for an initial period of forty (40) years from the date this Declaration of Restrictions is recorded, and thereafter shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Stats., but including any future amendments, modifications or re-numbering of that section).

31. SEVERABILITY

Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

32. OWNER'S ASSOCIATION

An Owner's Association shall be created by the Developer for the purpose of managing the affairs of the subdivision, and for the purpose of managing, controlling and maintaining common areas, common improvements and common easements. Said Association shall be established as follows:

A. The Association shall be established as either a non-profit corporation or a non-profit association. Each Lot Owner shall be a member of the Association, and each Lot shall be entitled to one (1) vote at meetings of the Association. Membership shall pass with title to each Lot.

B. The Association shall be governed by a Board of Directors consisting of not less than three (3) directors, who shall act by majority vote. So long as any vacant Lot in the subdivision is owned by Developer, Developer

shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each Lot in the subdivision shall be subject to assessment by the Association for an equal share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and, except as set forth below with respect to Waukesha County and/or the Village of Mukwonago, the personal obligation of the Lot Owners, until paid. In the event Waukesha County and/or the Village of Mukwonago become the owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the Village with respect to fees or assessments imposed by this Declaration. Further, in the event Waukesha County and/or the Village of Mukwonago become the owners of any Lot through the tax delinquency process, neither the County nor the Village shall have any personal obligation for the payment of Association assessments.

D. The Articles and By-Laws of the Association shall contain such additional provisions as Developer may deem appropriate at the time of establishment of the Association.

E. In the event any further division of any Lot (whether by Subdivision Plat, Certified Survey Map, and/or other legal land division) creates additional residential Lots within the subdivision, each Lot so created shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses, with all other Lots in the Subdivision.

33. OUTLOTS.

The Minor's Homestead Subdivision Plat contains areas designated as Outlots. Said Outlots are common areas for the Lots in Minor's Homestead. Each Lot in Minor's Homestead shall be deemed to include an equal undivided ownership interest in the Outlots, and each conveyance of a Lot in Minor's Homestead shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. *Notwithstanding the foregoing, the Developer retains the right to convey Outlot 12, as designated on the Plat for Minor's Homestead Addition No. 3, to the Waukesha Land Conservancy, a similar non-profit land conservancy group, or a governmental or quasi-governmental body and the conveyance of a Lot in the Subdivision shall not be deemed to include any ownership interest in Outlot 12."*

34. MAINTENANCE OF DRAINAGE EASEMENTS, COMMON AREAS AND ENTRANCE SIGNAGE

The Owner's Association has the responsibility of properly landscaping and maintaining all common areas, street islands and subdivision entrance signage. Subject to the provisions of Paragraph 35 below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas and drainage facilities located within the individual Lots

which are subject to this Declaration of Restrictions and all drainage easement areas and drainage facilities within common areas. Maintenance of all such drainage easement areas and drainage facilities shall be performed in accordance with the Storm Water Management Maintenance Agreement executed by the Developer, the Owner's Association and the Village of Mukwonago, which has been recorded at the office of the Register of Deed for Waukesha County, Wisconsin. In the event the Owner's Association does not properly landscape and/or maintain said items, the Village of Mukwonago may send written notice to the Association setting forth which of said items the Village has determined are not properly landscaped and/or maintained, and stating that the Village of Mukwonago may perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the Village determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If such landscaping and/or maintenance is not performed within the time granted by the above-referenced notice, and/or if the Village determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the Village of Mukwonago shall then have the authority, but not the obligation, to undertake such landscaping and/or maintenance, and shall have the right to charge the Lot Owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627 Wis. Stats. If such charges are not paid by any Lot Owner within the period fixed by the Village of Mukwonago, such charges shall become a lien upon the Lot Owner's Lot as provided in Section 66.0627(4), Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Lot Owner's Lot as provided in Section 66.0627. Wis. Stats.

35. DAY TO DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

The day to day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Village's authority of enforcement against the Association, as described in Section 34, above.

36. RIGHT TO EXPAND.

The Developer may, in its sole discretion, from time to time subject additional land to this Declaration by recording this document, or an amendment hereto, expanding this document, against such land and such additional land shall then be a part of the Subdivision from and after the date of such recording.

EXHIBIT A

LEGAL DESCRIPTION

Minor's Homestead Addition No. 3, being a redivision of Certified Survey Map No. 3099 in the Southeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, and part of the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 27, Town 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin.



Minor's Homestead Approved Tree List

Lot Trees	Street Trees	Caliper*
<ul style="list-style-type: none"> Norway Maple 	<ul style="list-style-type: none"> Cockspur Hawthorne 	2-2 ½"
<ul style="list-style-type: none"> White Ash 	<ul style="list-style-type: none"> Profusion Crabapple 	2-2 ½"
<ul style="list-style-type: none"> Oak 	<ul style="list-style-type: none"> Red Jewel Crabapple 	2-2 ½"
<ul style="list-style-type: none"> Honey Locust 	<ul style="list-style-type: none"> Prairie Pride Hackberry 	4"
<ul style="list-style-type: none"> Green Ash 	<ul style="list-style-type: none"> Autumn Purple Ash 	4"
<ul style="list-style-type: none"> Littleleaf Linden 	<ul style="list-style-type: none"> Skyline Honeylocust 	4"
<ul style="list-style-type: none"> Autumn Blaze Maple 	<ul style="list-style-type: none"> Shademaster Honeylocust 	4"
<ul style="list-style-type: none"> Fall Gold Ash 	<ul style="list-style-type: none"> Black Hills Spruce 	7' – 8' height
<ul style="list-style-type: none"> Aristocrat Pear 	<ul style="list-style-type: none"> Emerald Green Maple 	3 – 3 ½"
<ul style="list-style-type: none"> Cleveland Select Pear 	<ul style="list-style-type: none"> Red Maple 	3 – 3 ½"
	<ul style="list-style-type: none"> Sugar Maple 	4"
	<ul style="list-style-type: none"> White Ash 	4"

- Caliper relates to street tree requirements set by the Village of Mukwonago. Lot trees are subject to the Minor's West deed restrictions which call for trees to be at least 3" in diameter measured 6" from the ground.

Date: 13-June-2016



Minor's Homestead West Approved Lot Tree list

Broad leaf Trees

Alder	
Bald cypress	
Beech	
Birch	
Catalpa	Long seed pods, large amount of debri.
Coffeetree	Male varaiety preferred, Females produce seeds.
Crabapples	
Ginkgo	Male varaiety preferred, Females produce seeds.
Hackberry	
Hawthorn	Should be a thornless variaty.
Hazelnut	
Hickory	Produces nuts
Honey locust	Should be a thornless variaty.
Hornbeam	
Horse chestnut	Produces nuts with a thorny husk.
Ironwood	
Linden	American grows larger and more upright than the Littleleaf
Magnolia	
Maple	
Oak	
Pear (Callery)	

The above list of trees have been approved by the Village of Mukwonago
If the above specie comes in other forms, only the "Tree" form is approved.

Trees cannot be planted closer than 5 feet to the public sidewalk per ordinance
Please call diggers hotline before any planting.

Non-Standard Lighting Record - WI

Billing Name	Village of Mukwonago				
Billing Address	PO Box 206				
C/T/V	Mukwonago	State	WI	Zip	53149
Service Address, if different than Billing Address					
Name					
Address	CTH NN				
C/T/V	Mukwonago	State	WI	Zip	53149

	Install	Remove
Premise		
Account		
New Account?	<input checked="" type="checkbox"/> Yes	
Customer Type	Governmental (MS4 / LE6)	
Work Request	3901090	
Related Work Request		
Page # / of #	1 of 3	

Ref #	Pole					Fixture											Total / mo w/ Source Charge *	Location Description	Install / Remove Date
	Pole #	Rate	Style	Mtg Ht	Color	Qty	Style	Source	Color	Fixt Class	Facilities / LED fixture per mo	Facilities / HID fixture per mo	Watts / fixture	LED Energy Class (kWh)	Energy / fixture per mo				
100	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
110	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
120	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
130	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
150	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
160	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
170	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
180	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
210	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
220	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
230	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
240	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
250	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
260	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
270	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
280	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
310	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
320	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		

Total monthly charges, or net change, before taxes \$267.12

* Monthly total subject to future rate changes approved by Public Service Commission

Comments: _____

Authorization: _____
 Property Owner / Authorized Representative Signature _____ Date _____

Non-Standard Lighting Record - WI

Billing Name	Village of Mukwonago				
Billing Address	PO Box 206				
C/T/V	Mukwonago	State	WI	Zip	53149
Service Address, if different than Billing Address					
Name					
Address	CTH NN				
C/T/V	Mukwonago	State	WI	Zip	53149

	Install	Remove
Premise		
Account		
New Account?	<input checked="" type="checkbox"/> Yes	
Customer Type	Governmental (MS4 / LE6)	
Work Request	3901090	
Related Work Request		
Page # / of #	2 of 3	

Ref #	Pole					Fixture											Total / mo w/ Source Charge *	Location Description	Install / Remove Date
	Pole #	Rate	Style	Mtg Ht	Color	Qty	Style	Source	Color	Fixt Class	Facilities / LED fixture per mo	Facilities / HID fixture per mo	Watts / fixture	LED Energy Class (kWh)	Energy / fixture per mo				
330	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
350	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
370	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
380	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
390	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
400	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
410	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
420	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
430	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
440	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
450	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
460	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
480	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
490	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
500	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
510	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
520	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		
540	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67			78	28-30	\$3.17	\$14.84		

Total monthly charges, or net change, before taxes \$267.12

* Monthly total subject to future rate changes approved by Public Service Commission

Comments: _____

Authorization: _____
 Property Owner / Authorized Representative Signature _____ Date _____

Non-Standard Lighting Record - WI

Billing Name	Village of Mukwonago				
Billing Address	PO Box 206				
C/T/V	Mukwonago	State	WI	Zip	53149
Service Address, if different than Billing Address					
Name					
Address	CTH NN				
C/T/V	Mukwonago	State	WI	Zip	53149

	Install	Remove
Premise		
Account		
New Account?	<input checked="" type="checkbox"/> Yes	
Customer Type	Governmental (MS4 / LE6)	
Work Request	3901090	
Related Work Request		
Page # / of #	3 of 3	

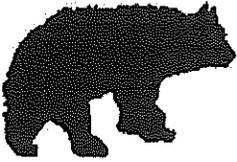
Ref #	Pole					Fixture											Total / mo w/ Source Charge *	Location Description	Install / Remove Date
	Pole #	Rate	Style	Mtg Ht	Color	Qty	Style	Source	Color	Fixt Class	Facilities / LED fixture per mo	Facilities / HID fixture per mo	Watts / fixture	LED Energy Class (kWh)	Energy / fixture per mo				
550	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
560	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
570	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
580	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
590	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
600	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
610	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
620	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
650	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
660	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
670	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
680	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
690	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
700	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
710	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
720	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			
730	16-L	LE6	FG-Smooth	15 Ft	Black	1	Coach T3	LED	Black	H	\$10.67		78	28-30	\$3.17	\$14.84			

Total monthly charges, or net change, before taxes \$252.28

* Monthly total subject to future rate changes approved by Public Service Commission

Comments: _____

Authorization: _____
 Property Owner / Authorized Representative Signature _____ Date _____



Village of Mukwonago

AGENDA ITEM REQUEST FORM

Committee/Board:	Public Works Committee
Topic:	Change Order #2 For CTH NN Storm Sewer
From:	Ron Bittner
Department:	Public Works
Presenter:	Ron
Date of Committee Action (if required):	Information Only
Date of Village Board Action (if required):	Information Only

Information

Subject:

Change Order # 2 for CTH NN Reconstruction

Background Information/Rationale:

There are two existing storm sewer catch basins on River Park Circle West located within the construction zone. The CB on the west side needs to be moved per plan but wasn't accounted for in the quantities. The CB on the east is a block structure that was previously repaired by village staff. With the construction of the new road we are rebuilding both structures to today's standards.

Key Issues for Consideration:**Fiscal Impact (If any):**

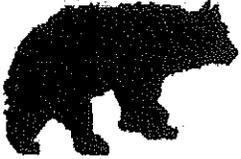
\$5,380.00

Requested Action by Committee/Board:

Information only

Attachments

Change Order # 2



Village of Mukwonago

AGENDA ITEM REQUEST FORM

Committee/Board:	Public Works
Topic:	FYI - Oberthaler Driveway on CTN NN/School Rd East
From:	JSW
Department:	VA
Presenter:	JSW
Date of Committee Action (if required):	N/A
Date of Village Board Action (if required):	N/A

Information

Subject: FYI - Oberthaler Driveway on CTN NN/School Rd East

Background Information/Rationale: See attached memo. Drive is on County land/possible future Village land. Owner has 3 options. Options 2 and 3 are viable. County issue.

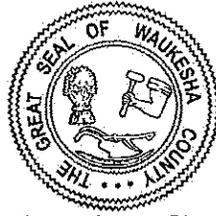
Key Issues for Consideration: None. County/Oberthaler decision. Talked with Village Attorney and Karen Braun. Comfortable with County position on options 2 and 3. Will run memo past VA for any future considerations.

Fiscal Impact (If any): Our costs may be slightly less to the County for ROW, pending decision.

Requested Action by Committee/Board: Read memo. Forward questions to me in advance, if possible, so that I can bring an answer to the meeting. Thx, - JSW

Attachments

Memo from Allison Bussler, Director
Waukesha County GIS Map (2)



Waukesha County

Department of Public Works

July 13, 2016

Michael Oberthaler
1002 County Road NN East
Mukwonago WI 53149

Re: CTH NN
STH 83 to CTH ES
Project ID 14-23819(04)

Dear Mr. Oberthaler:

Thank you for contacting Karen Braun of our office regarding your driveway onto CTH NN. As you are aware, your existing driveway is located on lands to the east (formerly St. James Church) that have been purchased by Waukesha County (known as the Pond property). You had contacted our office to discuss possible resolutions to the driveway issue.

Waukesha County has acquired the lands from St. James Church for the construction of a stormwater retention facility associated with the CTH NN highway project. As a result of this purchase, the county now owns a substantial part of your driveway. In addition, the turnaround area of your driveway exists within the CTH NN right of way.

Waukesha County has worked closely with the Village of Mukwonago on this project, and the jurisdiction of the highway may be turned over to the Village at a future date. We contacted the Village to discuss your driveway situation and possible resolutions. We are copying them on this letter and will be working closely with them on this issue. All options and plans are subject to their approval.

The following are options for your consideration:

1. Remove the driveway and turnaround, and replace them entirely upon your property. You would not need any permits or permissions from the county for this work, and it does resolve future issues should you sell the property. Unfortunately, aerial photos indicate that this will be physically possible due to the locations of house and garage.
2. Obtain a revocable occupancy permit from the County and Village for the continued use of the driveway on the pond property and the turnaround on the CTH NN right of way. A revocable occupancy permit does not include any ownership or easement rights, does not guarantee any future rights, and is not transferrable should you sell the property. The permit will contain restrictions (no widening of the driveway and turnaround, no changes to location or use of the driveway and turnaround etc.).

impossible

The permit can be revoked by the Village or county at any time if the driveway and turnaround impede the use of the highway, cause drainage or maintenance issues, or is no longer in use.

Waukesha County charges a fee of \$375 for the Revocable Permit; however, we will waive the costs if you choose this option.

3. Purchase the land under the driveway from the county and obtain a permit for the turnaround. Waukesha County will consider selling a portion of the pond parcel to you for the driveway, subject to County Board approval. You would still need a permit for the turnaround, since the county is not able to sell the highway right of way. This option allows you to completely own the lands and control the driveway which will help the future re-sale value of the property. A map showing the location of the proposed land sale is enclosed for your reference.

There are several requirements on the sale, including the assemblage of the lands to your property, approval of the sale and price by the Village of Mukwonago/Waukesha County Board and acceptance of a Quit Claim deed for the transfer. You will also be required to sign and record a revocable occupancy permit for the turn around, but the fees for this permit will be waived by the county.

Waukesha County is required by Chapter 83 of the State Statutes to obtain fair market value for the land, which would be determined by the value we paid to the church for the purchase plus costs related to the sale. Waukesha County paid \$75,000 per acre (\$1.72/sf) to the church for the property. A preliminary sketch shows that you would need to purchase approximately 1,300 square feet to completely cover the driveway area. This value equates to \$2,236 for the land (1,300 sq ft x \$1.72/sf) along with estimated expenses of \$300 (property survey, document preparation, recording fees) for a total of \$2,536. This estimate is subject to change.

Please review this information and contact Karen Braun of our staff when you have made a decision on how you would like to proceed with this issue. Karen's direct phone number is 262 896-8538.

Sincerely,

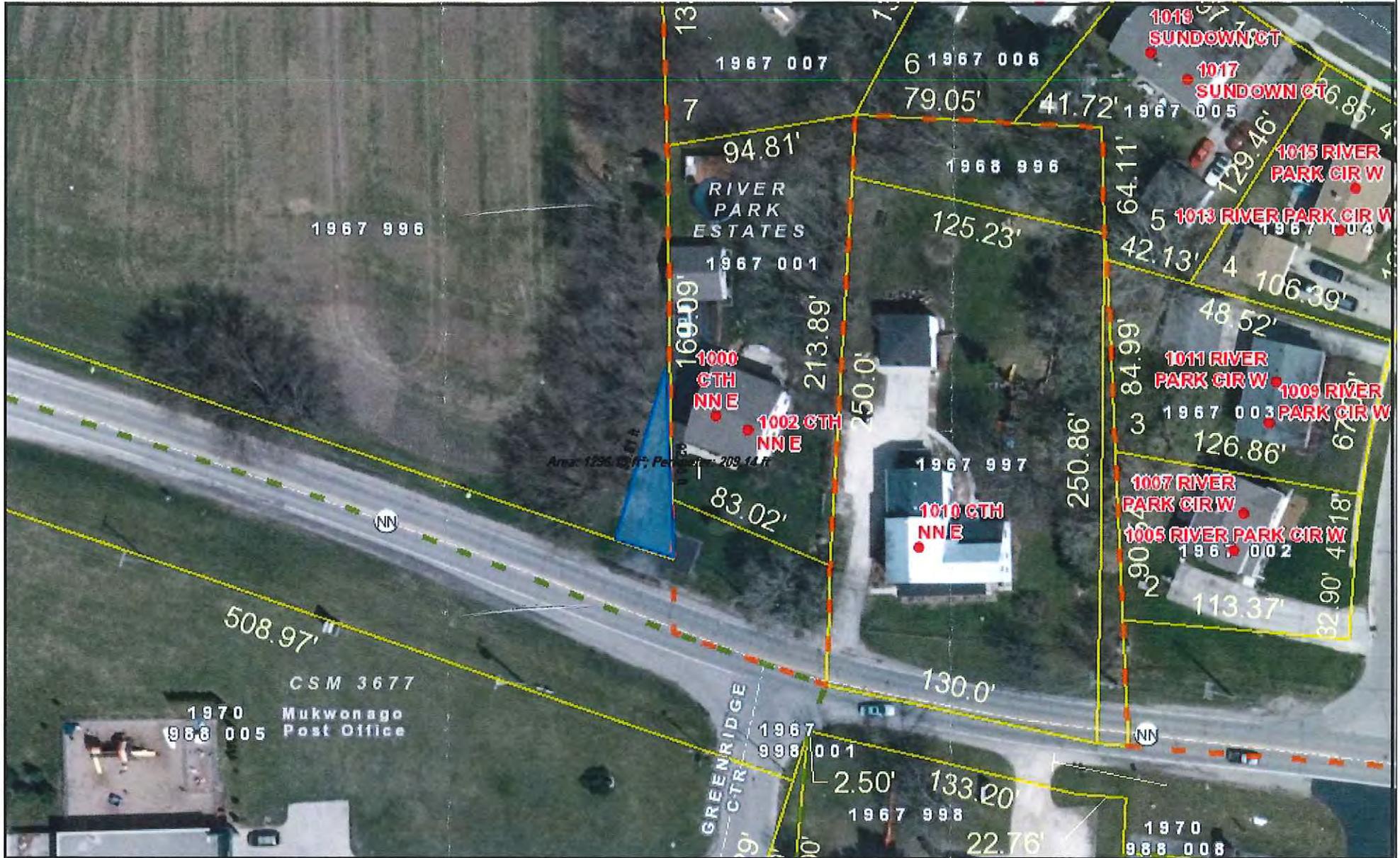


Allison Bussler, Director
Department of Public Works

AB/KLB/ADF

Cc: John Weidl, Village of Mukwonago

N:\DPW\Engineer\PROJECTS\NN, STH 83 to CTH ES\rwstuff\Oberthaler encroachment\oberthaler encroachment letter.docx



0 66.67 Feet

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

Notes:

Printed: 7/12/2016



