

Village of Mukwonago
SPECIAL VILLAGE BOARD MEETING
Notice of Meeting and Agenda
Wednesday, March 7, 2018

Time: **Immediately following the Committee of the Whole meeting**
Place: **Mukwonago Municipal Building/Board Room, 440 River Crest Court**

1. Call to Order
2. Roll Call
3. Announcement of closed sessions pursuant to Wis. Stat. **§19.85(1)(c)** (*Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility*) to discuss the filling of the vacant Clerk/Treasurer position and Wis. Stat. **§19.85(1)(e)** for discussion regarding the Pre-Development Agreement for the Development Known as Maple Centre
4. Committee/Commission Business
Discussion and Possible Action on the Following Items
 - A. Finance Committee
 - 1) **Resolution 2018-014** Authorizing the Issuance of \$4,225,000 Taxable General Obligation Promissory Notes and the Issuance and Sale of \$4,225,000 Taxable Note Anticipation Notes, Series 2018A in Anticipation Thereof
 - B. Public Works Committee
 - 1) Approve the amended Supplemental Agreement Number 1 STH 83 Corridor TIA for WISDOT Access Approval in the amount of \$26,314 for a total project fee of \$34,880.
5. Convene into closed sessions pursuant to Wis. Stat. **§19.85(1)(c)** (*Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility*) to discuss the filling of the vacant Clerk/Treasurer position and Wis. Stat. **§19.85(1)(e)** for discussion regarding the Pre-Development Agreement for the Development Known as Maple Centre
6. Reconvene into open session pursuant to Wis. Stats. **§19.85(2)** for possible additional discussion and/or action concerning any matter discussed in closed session and/or any unfinished item remaining on the agenda
7. 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.

RESOLUTION NO. 2018-014

RESOLUTION AUTHORIZING THE ISSUANCE OF
\$4,225,000 TAXABLE GENERAL OBLIGATION
PROMISSORY NOTES AND THE ISSUANCE AND SALE OF
\$4,225,000 TAXABLE NOTE ANTICIPATION NOTES, SERIES
2018A IN ANTICIPATION THEREOF

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Mukwonago, Waukesha and Walworth Counties, Wisconsin (the "Village") to raise funds for public purposes, including the acquisition of land (the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, villages are authorized by the provisions of Chapter 67, Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, villages are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance and sale of note anticipation notes pursuant to Section 67.12(1)(b), Wisconsin Statutes, in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such note anticipation notes on a taxable rather than tax-exempt basis; and

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to sell the taxable note anticipation notes to Hutchinson, Shockey, Erley & Co. (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Issuance of Securities. The Village hereby authorizes the issuance of and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire any outstanding note anticipation notes issued for the purpose of paying the cost of the Project.

Section 2. Authorization and Sale of the Notes. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of FOUR MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$4,225,000) from the Purchaser in accordance with the terms and conditions of the Proposal. To evidence the obligation of the Village, the President and Village Clerk/Treasurer are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, Notes aggregating the principal amount of FOUR MILLION TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$4,225,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 3. Terms of the Notes. The Notes shall be designated "Taxable Note Anticipation Notes, Series 2018A"; shall be issued in the aggregate principal amount of \$4,225,000; shall be dated March 20, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1; and shall bear interest at the rate per annum and mature on December 1, 2022 as set forth on the schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Schedule") and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on December 1, 2018. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 4. Redemption Provisions. The Notes are subject to redemption prior to maturity, at the option of the Village, on December 1, 2020 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 6. Security. The Notes shall in no event be a general obligation of the Village and do not constitute an indebtedness of the Village nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the Village as a result of the issuance of the Notes. The Notes shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the Village Clerk/Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The Village hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Notes when due, if necessary, the Village will pay such deficiency out of its annual general tax levy or other available funds of the Village; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy

limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the Village to make any such appropriation or any further payments.

Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable Note Anticipation Notes, Series 2018A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any proceeds of the Notes representing capitalized interest on the Notes or other funds appropriated by the Village for payment of interest on the Notes, as needed to pay the interest on the Notes when due; (iii) proceeds of the Securities (or other obligations of the Village issued to pay principal of or interest on the Notes); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due and which are appropriated by the Village Board for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Notes and shall be maintained for such purpose until the Notes are fully paid or otherwise extinguished.

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 8. Covenants of the Village. The Village hereby covenants with the owners of the Notes as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Notes;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Notes until paid. After the payment of principal of and interest on the Notes in full, said trust fund may be used for such other purposes as the Village Board may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$4,225,000 authorized for the issuance of the Securities shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk/Treasurer, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of

Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk/Treasurer or other appropriate officers of the Village to enter a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 12. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk/Treasurer shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk/Treasurer are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk/Treasurer or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk/Treasurer's office.

Section 15. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the

Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk/Treasurer shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk/Treasurer, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 17. Record Book. The Village Clerk/Treasurer shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk/Treasurer are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk/Treasurer including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 7, 2018.

President

ATTEST:

Village Clerk/Treasurer

(SEAL)

EXHIBIT A

Note Purchase Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Debt Service Schedule

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WAUKESHA AND WALWORTH COUNTIES
NO. R-____ VILLAGE OF MUKWONAGO \$_____
TAXABLE NOTE ANTICIPATION NOTE, SERIES 2018A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
December 1, 2022 March 20, 2018 ____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Mukwonago, Waukesha and Walworth Counties, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on December 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

This Note is one of an issue of Notes aggregating the principal amount of \$4,225,000, all of which are of like tenor, except as to denomination, issued by the Village pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (the "Securities"), to provide interim financing for public purposes, including the acquisition of land (the "Project"), as authorized by a resolution adopted on March 7, 2018. Said resolution is recorded in the official minutes of the Village Board for said date.

This Note shall be payable only from (a) any proceeds of the Notes set aside for payment of interest on the Notes as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund to be held by the Village Treasurer and expended solely for the payment of the principal of and interest on the Notes until paid. The Village has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Notes pursuant to said resolution. **THE NOTES ARE NOT A GENERAL OBLIGATION OF THE VILLAGE AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE VILLAGE AS A RESULT OF THE ISSUANCE OF THE NOTES.**

The Notes are subject to redemption prior to maturity, at the option of the Village, on December 1, 2020 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The Village has covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal

Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Mukwonago, Waukesha and Walworth Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk/Treasurer; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF MUKWONAGO,
WAUKESHA AND WALWORTH COUNTIES,
WISCONSIN

By: _____
President

(SEAL)

By: _____
Village Clerk/Treasurer

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the Village of Mukwonago, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

**CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW PUBLIC NOTICE REQUIREMENTS**

I, _____, _____
(name) (title)

of _____
(official name of municipality)

hereby certify that:

1. **Meeting Date.** On the _____ day of _____, 20__ a
_____ meeting was held commencing
(County Board, Common Council, etc.)
at _____ o'clock ____ .m. at _____
(location)

2. **Posting.** On the _____ day of _____, 20__ at approximately
_____ o'clock ____ .m., I posted or caused to be posted a notice setting forth the time, date,
place and subject matter (including specific reference to the borrowing) of said meeting in the
following public places (include any posting of the notice on the municipality's website and
attach an extra sheet if necessary):

AND/OR

Publication. The _____
(County, City, etc.)

caused a notice setting forth the time, date, place and subject matter (including specific reference
to the borrowing) of said meeting to be published on the _____ day of _____, 20__
by the following news medium or media (attach an extra sheet if necessary):

(If notice was published rather than posted, attach copy
of published notice).

3. **Notification of Media.** On the _____ day of _____, 20__ at approximately _____ o'clock __.m., I communicated or caused to be communicated, the time, date, place and subject matter (including specific reference to the borrowing) of said meeting to those news media who have filed a written request for such notice, and to the official newspaper of the _____, or, if none exists, to a news medium (County, City, etc.) likely to give notice in the area.

4. **Open Meeting Law Compliance.** Said meeting was a _____ meeting of the (regular, special, adjourned annual, etc.) _____ which was called, noticed, held and (County Board, Common Council, etc.) conducted in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and State statutes.

Name:
Title:

Attest:

Name:
Title:

(SEAL)

(Note: Questions regarding this form or open meeting law compliance generally should be directed to local counsel or Quarles & Brady LLP.)



Committee/Board:	Public Works
Topic:	TIA – Sugden Property
From:	John S. Weidl, Village Administrator
Department:	Administration
Presenter:	JSW
Date of Committee Action (if required):	3-7-18
Date of Village Board Action (if required):	3-21-18

Information

Subject: TIA – Sugden Property

Background Information/Rationale: Please see the attached

Key Issues for Consideration: We need this study to move forward with the business park. TADI is who R&M has recommended we work with on this project. We have worked with TADI before and on the preliminary TIA, for which you now have a revised scope based on DOT input.

Fiscal Impact (If any): to the TID #5 – a total of \$34,880. We have this expense in our proforma.

Requested Action by Committee/Board: Approve the amended Supplemental Agreement Number 1 STH 83 Corridor TIA for WISDOT Access Approval in the amount of \$26,314 for a total project fee of \$34,880.

Attachments

Supplemental Agreement NO 1
WISDOT Memo – Feb 26, 2018 – Art Baumann – Subject Log #247568

**SUPPLEMENTAL AGREEMENT, NUMBER 1
BANKER WIRE DEVELOPMENT
STH 83 CORRIDOR, MUKWONAGO
TRAFFIC IMPACT ANALYSIS FOR
WISDOT ACCESS APPROVAL**

This Supplemental Agreement, Number 1, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2018 (the Agreement), between the Village of Mukwonago (Client) and Traffic Analysis and Design, Inc. (Engineer) is made as of this 1st Day of March, 2018.

SCOPE OF SERVICES

Engineer shall provide the Services described below. As indicated, Tasks 1-4 include activities involved with preparation of a Wisconsin Department of Transportation (WisDOT) Full (opening year 2019 and Horizon Year 2029) Traffic Impact Analysis (TIA) for WisDOT acceptance. This scope of services is based on the previously conducted TIA Initial Review and the WisDOT TIA requirement letter dated February 28, 2018.

WisDOT TIA Process

Engineer will prepare the traffic impact study analysis in accordance with the WisDOT Traffic Impact Analysis (TIA) Guidelines. Based on the WisDOT TIA requirement letter, the study area intersections will include the following six (6) study area intersections:

1. STH 83 with the IH-43 Southbound Ramps
2. STH 83 with the IH-43 Northbound Ramps
3. STH 83 with Holz Parkway/Bay View Road
4. STH 83 with Wolf Run
5. STH 83 with Dewey Drive (proposed extension)
6. STH 83 with Banker Way (proposed)

The study will consist of analysis of the existing conditions, build year (2019) conditions with the proposed opening phase of the development and Horizon Year (2029) conditions with full buildout of the development with offsite development. The analysis will include the weekday morning, weekday evening and Saturday midday peak hours per WisDOT's requirement letter. The WisDOT submittal will consist of a report with text, tables and exhibits illustrating the traffic counts, traffic projections, level of service operations, trip generation, trip distribution, site plan, text, analysis procedures, recommendations, conclusions and appendix of all intersection capacity calculations.

Task 1 - Data Collection

Per WisDOT requirements, Engineer will utilize the traffic counts from the TIA Initial Review.

Engineer will coordinate with WisDOT for the year 2029 traffic projections.

Per WisDOT's requirement, Engineer will conduct a sight distance analysis for the proposed development roadway intersections of Dewey Drive and Banker Way with STH 83. The sight

distance analysis surveys will be conducted for the intersection sight distance and the stopping sight distance at the proposed access locations.

Task 2 - Traffic Analysis

Trip Distribution and Assignment

The traffic generation from the TIA Initial Review will be revised per the WisDOT requirements, resulting in a revised traffic assignment. Engineer will coordinate with the Client regarding potential future developments in the vicinity (i.e. other potential developments in addition to Banker Wire). As directed by WisDOT, Engineer will develop trip generation, distribution and assignment for offsite development. The development traffic and the offsite development traffic will be assigned to the study area intersections for the Year 2019 and Year 2029 weekday AM, weekday PM and Saturday peak hours. Engineer will electronically submit the total traffic assignment (development plus existing traffic) to WisDOT for their review and approval prior to proceeding with the traffic operational analysis.

Traffic Operational Analysis – Initial Build Year – 2019

Engineer will analyze the following study area intersections for the Year 2019 typical weekday AM, weekday PM and Saturday peak hours:

- STH 83 with the IH-43 Southbound Ramps
- STH 83 with the IH-43 Northbound Ramps
- STH 83 with Holz Parkway/Bay View Road
- STH 83 with Wolf Run
- STH 83 with Dewey Drive (proposed extension)
- STH 83 with Banker Way (proposed)

Engineer will conduct the Year 2019 traffic analysis for the following scenarios:

1. Existing conditions
2. Build conditions (with the initial phase of the development – i.e. Banker Wire and other expected development) with no intersection/roadway improvements
3. Build conditions with intersection/roadway improvements as needed to achieve LOS D or better operating conditions at the study area intersections

Engineer will make recommendations on intersection geometrics, traffic signals, intersection turning movements/prohibitions, turn bay length extensions and other improvements (if needed), required to provide LOS 'D' or better for all traffic movements at the study area intersections. Engineer will conduct a queuing analysis for the study area intersections as a basis to determine the recommended turn bay lengths, per WisDOT requirements.

Engineer will conduct a traffic signal warrant analysis per the current requirements in the Manual on Uniform Traffic Control Devices (MUTCD) for the STH 83 intersections with Dewey Drive and Banker Way.

As required by WisDOT, if traffic signals are warranted, Engineer will conduct a traffic signal progression analysis on the signal system with the interchange ramps for the weekday AM and PM peak hours.

Traffic Operational Analysis – Full Build Year - 2029

Engineer will analyze the following study area intersections for the Year 2029 typical weekday AM, weekday PM and Saturday peak hours:

- STH 83 with the IH-43 Southbound Ramps
- STH 83 with the IH-43 Northbound Ramps
- STH 83 with Holz Parkway/Bay View Road
- STH 83 with Wolf Run
- STH 83 with Dewey Drive (proposed extension)
- STH 83 with Banker Way (proposed)

Engineer will develop the Year 2029 traffic volumes for the weekday AM, weekday PM and Saturday peak hours for the following scenarios:

1. Year 2029 Background with no development
2. Year 2029 Build conditions (with Banker Wire and other expected development)
3. Year 2029 Total Build conditions (with all other potential development east and west of STH 83)

Engineer will conduct the Year 2029 traffic analysis for the following scenarios:

1. Year 2029 Background with no development
2. Year 2029 Build conditions (with Banker Wire and other expected development)
3. Year 2029 Total Build conditions (with all other potential development east and west of STH 83)

Engineer will make recommendations on intersection geometrics, traffic signals, intersection turning movements/prohibitions, turn bay length extensions and other improvements (if needed), required to provide LOS 'D' or better for all traffic movements at the study area intersections. Engineer will conduct a queuing analysis for the study area intersections as a basis to determine if the existing turn bay lengths need to be extended.

As required by WisDOT, if any traffic signals are warranted, Engineer will conduct a traffic signal progression analysis on the signal system with the interchange ramps for the weekday AM and PM peak hours.

Task 3 – Report

A “draft” Traffic Impact Study report completed to the WisDOT TIA Guidelines documenting the findings of the analysis will be prepared by the Engineer and submitted to the Client for review and comments. The report will include text, tables and exhibits. The Client shall provide comments to the Engineer so the Engineer can finalize the report and submit final copies to the Client and WisDOT.

Task 4 - Meetings

One meeting with WisDOT or the Client is included with this supplemental agreement. Any additional meetings requiring attendance by the Engineer will be considered as additional services requiring a supplemental agreement.

SCHEDULE

Engineer will submit a DRAFT TIA report to the Client within three weeks of receiving the WisDOT approval on the revised trip generation data and traffic projections. Should Client identify a need to expedite this schedule, every effort will be made to meet the Client's needs.

COMPENSATION

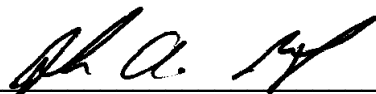
For the services described in this supplemental agreement: Client shall pay Engineer an additional lump sum fee of Twenty-Six Thousand Three Hundred Fourteen Dollars (\$26,314.00). The total project lump sum fee with this supplemental agreement fee is Thirty-Four Thousand Eight Hundred Eighty Dollars (\$34,880.00).

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Village of Mukwonago (Client)

ENGINEER (Traffic Analysis & Design, Inc.):

By: _____
(Signature)

By:  _____
(Signature)

Name: _____
(Type or Print)

Name: John A. Bieberitz, P.E., PTOE

Title: _____

Date: _____

Date: 3/1/18



Division of Transportation System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Scott Walker, Governor
Dave Ross, Secretary
Internet: www.dot.wisconsin.gov

Telephone: (262) 548-5903
Facsimile (FAX): (262) 548-5662

E-Mail: waukesha.dtd@dot.wi.gov

February 28, 2018

JOHN WEIDL
VILLAGE OF MUKWONAGO
440 RIVER CREST COURT
MUKWONAGO, WISCONSIN 53149

Subject: Log #247568—Development Submittal
Banker Wire Development
WIS 83
Waukesha and Walworth Counties

Dear Mr. Weidl:

We have reviewed the initial information forwarded for the subject development. The Wisconsin Department of Transportation (WisDOT) concurs that a Traffic Impact Analysis (TIA) is necessary for this development in order to understand the impacts, determine access and establish the improvement requirements. Any improvements on WisDOT right-of-way will require a permit.

Please find the parameters for conducting the traffic impact evaluation on the attached review sheet. We look forward to working with the Village of Mukwonago regarding this development plan. Please include a written statement from the Village with the next submittal to explain where the development is in the municipal approval process.

If you have any questions regarding traffic issues, please contact the undersigned at (262) 548-6707. Please direct any questions regarding the Trans 233 process to Patricia Reikowski, Land Division Coordinator at (262) 548-6704. Kevin Koehnke, Permit Coordinator (262) 548-5891, will process any necessary permits. Also, please reference the identification log number (#247568) when forwarding all correspondence.

Sincerely,

A handwritten signature in black ink, appearing to read "Art Baumann".

Art Baumann, P.E.
Traffic Operations Engineer

Enclosures

Cc: Jennifer Murray / Asadur Rahman, DOT-Central Office, Traffic Forecasting
Robert Elkin / Don Berghammer, DOT
Dave Brantner / Susan Voight / Kevin Koehnke, DOT
Patricia Reikowski / Brent DesRoches, DOT
Don Lee, TADi

Project: Log # 247568 Banker Wire Development
WIS 83, Village of Mukwonago, Waukesha and Walworth Counties
Review Unit: Traffic Operations
Reviewer: Art Baumann—SE Region (262) 548-6707
Dan Ashenfelter—SE Region (262) 548-6468
Date: February 28, 2018

The developments' plans show internal circulation and street connections to serve the developments. In addition to the planning already done, the developments need to be designed in consideration with traffic issues and development in and around the study area. A **Traffic Impact Analysis** is needed to understand the traffic impacts, access and improvement needs for these proposed developments. ***This analysis shall look at the trip generation for the development and consider the effects of recent and proposed developments in the vicinity.***

There is a need to select a qualified Traffic Engineering Consultant familiar with the trip generation/distribution practices, with the ability to conduct capacity analysis, evaluate results and prepare the report. Please follow the **Statewide TIA Guidelines, adopted May 2017**, for preparing the traffic evaluation study. The parameters below outline the elements to include in this study. ***The TIA shall provide an analysis of the development's initial build year (2019) and the full build out horizon year (2029). If the municipality/developer wishes to consider additional phased improvements, additional analysis years should be identified and included in the traffic projections, analysis and recommendations. WisDOT reserves the right to request additional information or analyses to address specific operational or safety concerns.***

Access Issues

The following outlines the parameters for establishing access and site plan design for the subject development:

- 1) WisDOT will require traffic data (trip generation, distribution and assignment) before we can accept the traffic study.
- 2) Evaluation of the traffic information will help in planning the best access for this development. Please show the development along WIS 83, land use and locations of access.
- 3) Access points
 - a) The Department will allow the proposed Banker Way to connect to and cross WIS 83; the exact location of the intersection shall be approved by WisDOT.
 - b) The Department will allow the proposed Dewey Drive extension to the north of WIS 83.
 - c) The Department recommends that Banker Way intersects Maple Avenue to provide improved connections among the land uses to the north of WIS 83.
- 4) Please evaluate geometric improvement considerations, traffic signal warrants (if necessary), proper spacing of access points from existing/proposed intersections and proper sight distance at intersections.
- 5) Evaluation of operations, level of service and improvement analysis will be needed at the following intersections:
 - WIS 83 & IH 43 SB ramp
 - WIS 83 & IH 43 NB ramp
 - Holz Parkway/Bay View Road & WIS 83
 - WIS 83 & Wolf Run
 - WIS 83 & Dewey Drive (proposed extension)
 - WIS 83 & Banker Way (proposed)
- 6) Setback requirements shall be shown along the WIS 83 corridor.
- 7) Vision/Sight distance must be reviewed to ensure the access meets the appropriate criteria.

Study Area

The TIA shall incorporate the following study area: WIS 83 from Holz Parkway/Bay View Road to Banker Way and Banker Way from WIS 83 to Maple Avenue.

- Development peak times - weekday AM peak (6:45 am to 7:45 am), weekday PM (4:30 pm to 5:30 pm) and Saturday midday peak (11:45 am to 12:45 pm). Check all movements at existing intersections to ensure other times are not a dominant volume for any movement. If another time is the peak for any turn movement, this data must be shown and considered when establishing improvements and storage lengths.
- Any capacity problems at proper access points need to be addressed through separating movements or providing alternate access.
- The traffic study must consider the Village of Mukwonago's Master Plan (zoning and street network) and any known future development plans.
- If the development accounts for more than 20 percent of the traffic for any one movement at intersections beyond these limits, the area must be expanded accordingly.

Report Development

This study report will need to determine the traffic generated by the development and any other planned developments within the study area. ***The study will then evaluate the operations to determine the necessary storage lengths at intersections and any required improvements.*** In addition, recommendations must be developed to address any deficiencies. The following lists other study elements that the consultant is advised to pay particular attention to through the study process:

- 1) Explain, through narrative discussion and/or exhibits, the existing use and proposed changes to the property and parcels within the study area. Clearly identify the stages and time frame for each portion of the development.
- 2) As discussed in the guidelines, traffic exhibits need to be developed based on WisDOT traffic counts and forecasts.
- 3) The TIA shall utilize WisDOT counts and projection data as the base line for analysis. Please contact Brent DesRoches at (262) 548-5611 for this information.
- 4) There are traffic signals at the WIS 83 & Wolf Run, WIS 83 & Holz Parkway and WIS 83 & IH 43 ramp intersections. Contact Dave Brantner (david.brantner@dot.wi.gov) for the signal timing information for these intersections.
- 5) Please utilize the 9th edition of the ***ITE Trip Generation*** manual for the development's trip generation or provide appropriate documentation on other methods of trip generation. The proposed trip generation for this development is not acceptable; please see the attached comments for resubmission details. The trip distribution is acceptable. The trip assignment is not acceptable; please see the attached comments for resubmission details. **Please submit all revised information to the Department for review and approval prior to the completion of the TIA.**
- 6) Label all major streets within the study area and all access points within the study area (show distances, land uses and ownership).
- 7) Include the existing and final transportation details as discussed in the guidelines. Analyze development access points for the base year to determine if the existing intersection geometries will handle traffic. Record improvements to address any deficiencies revealed through the evaluation.

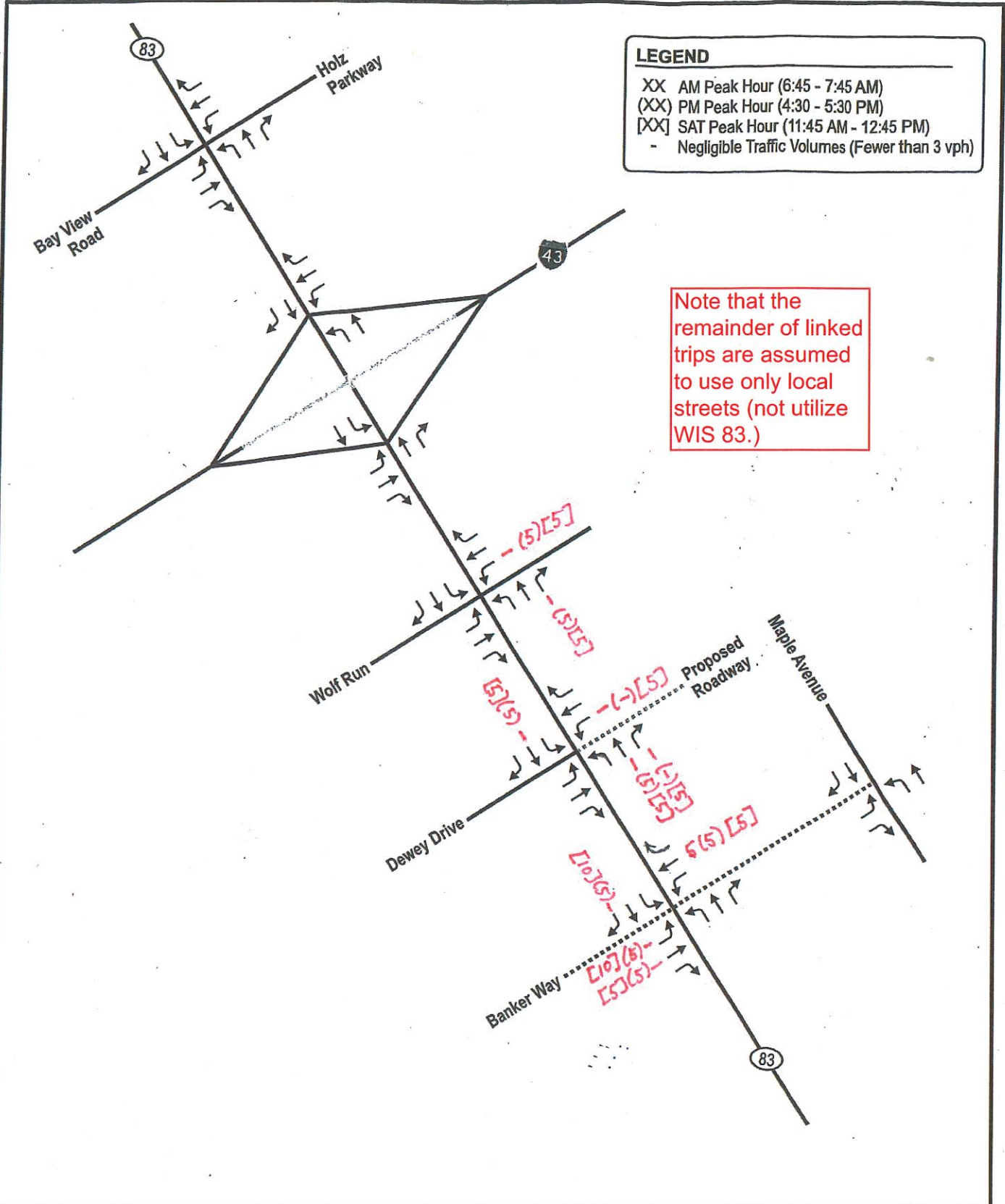
Resubmittal comments:

Noted below are items that need revision prior to the DOT completing the development review.

- The trip generation should utilize trips obtained through the fitted curve equation for the following land uses:
 - Warehouse Weekday Daily
 - Apartments Weekday Daily, AM, PM
 - Supermarket (Aldi's) Weekday Daily
- Please use a 10% reduction for linked trips for the following land uses:
 - Shopping Center
 - Supermarket (Aldi's)
 - Restaurant
 - Car Dealership
 - Clinic
 - Apartments
 - YMCA

Other land uses should have no linked trip reduction.

- Please use the attached diagram for the linked trips that cross or use WIS 83. Note that the remainder of linked trips are assumed to use the local street network and not utilize WIS 83.
- Ensure that the pass-by percentages for land uses are acceptable as shown on the online pass-by chart and the pass-by trips are not more than 10% of the adjacent street traffic.
- The trip distribution for Exhibit 4-3H should have values not less than zero.
- All exhibits should be labeled correctly. Change exhibits that are affected by modifications to previous exhibits. Make sure to exclude exhibits that are not associated with this study or referred to in the study text.



LEGEND

- XX AM Peak Hour (6:45 - 7:45 AM)
- (XX) PM Peak Hour (4:30 - 5:30 PM)
- [XX] SAT Peak Hour (11:45 AM - 12:45 PM)
- Negligible Traffic Volumes (Fewer than 3 vph)

Note that the remainder of linked trips are assumed to use only local streets (not utilize WIS 83.)