

Village of Mukwonago
SPECIAL VILLAGE BOARD MEETING
Notice of Meeting and Agenda
Wednesday October 2, 2019

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. Discussion and possible action on the contract with Mukwonago Professional Firefighters International Association of Firefighters Local 4585
4. Discussion and possible action on the Developer Guaranty Agreement with Mukwonago Family Ventures LLC (Maple Centre)
5. Motion to approve Task Order Amendment No. 2 for DeBack Drive Infrastructure additional design and engineering related services not to exceed \$65,825.
6. Adjournment

It is possible 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 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 Municipal Clerk's Office at (262) 363-6420.

Posted 09/27/2019

DEVELOPER GUARANTY AGREEMENT

This Developer Guaranty Agreement (the “Agreement”) Agreement is made and entered into this ____ day of _____, 2018, by and between the Village of Mukwonago, a Wisconsin municipal corporation (hereinafter referred to as the “Village”) and FAMILY VENTURES OF MUKWONAGO, LLC with its principal office and place of business located at N7152 Bowers Road, Elkhorn, WI 53121, (hereinafter referred to as “Developer”).

RECITALS

WHEREAS, the Developer has acquired lands in the Village of Mukwonago, which real estate is more particularly described as Lots ____ of Certified Survey Map No. _____, as shown on the attached Exhibit A (the “Property”);

WHEREAS, subject to the Village providing financial assistance as set forth herein, the Developer intends to acquire fee simple title to the Property, to subdivide the Property into a commercial parcel (the “Commercial Property”) and a mixed-use residential / commercial parcel (the “Mixed-use Property”);

WHEREAS, the Developer plans to build a mixed-use development consisting of multi-family residential facilities and commercial retail facilities (the “Mixed-use Development”) on the Mixed-use Property with various amenities as generally shown on the Preliminary Site Plan attached hereto as **Exhibit B** (the development of the Commercial Property and Mixed-use Property is defined as the “Project”);

WHEREAS, Wisconsin Statutes grant the Board of Trustees of the Village the power to act for the government and the good order of the Village for its commercial benefit and for the health, safety, welfare and convenience of the public (Wisconsin Statute 61.34 and 62.23(7) with respect to zoning and development matters; Sec. 66.1001 dealing with comprehensive planning; and Chapter 100 of the Village of Mukwonago Municipal Code relative to Village zoning and development);

WHEREAS, the parties wish to set forth certain terms, conditions and agreements regarding the Village’s approval of the Developer’s project, as hereinafter described in conformance with applicable law;

WHEREAS, the Village, pursuant to Village Board Action dated February 6, 2019, has approved the terms of this Agreement and authorized the execution of the Agreement by the proper Village Officers on the Village’s behalf; and

WHEREAS, it is necessary that the Developer and the Village enter into this Agreement to provide for the manner and method by which the Property will be developed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this agreement, the parties agree as follows:

1. Village Obligations. In consideration of the foregoing, the Village agrees as follows:

- a. *Public Improvements - Access Roadway*. The Village will construct a 100' roadway extending from Wolf Run to a line 80' east of the section line of CSM # ___ on the property designated as "100' wide right-of-way" on the CSM attached hereto as **Exhibit C** (the "Access Road"). The Village will extend sewer and water mains ("Sewer and Water") up to 80' east of the section line of CSM # ___ at locations approved by the Village and the Developer. The extension of the Roadway and the Sewer and Water are referred to as the "Village Public Improvements." Developer shall have the right to review and agree to the project specifications and costs for purposes of setting the Guaranteed Tax ~~Increment~~ Payment. Notwithstanding the foregoing the project specifications must be consistent with Village of Mukwonago standards.
 - b. *North-South Road*. The Village shall construct the north-south road (the "North-South Road") contemplated under Section 2b.
 - c. *Density*. The Mixed-use Development's density shall conform to the underlying zoning of the Property and shall not exceed the maximum density of twenty (20) residential units per acre. The total Residential Density shall not exceed 675 units.
 - d. *Construction Access*. The Village will grant to Developer the right to use the roadway designated as "80' wide public street reservation" on the attached **Exhibit C** extending from Maple Avenue to the Property for the purpose of providing access to the Mixed-use Property during construction of the Mixed-use Development. The terms of said temporary access agreement shall require that the Developer will indemnify the Village against claims arising from said use, and will require that the Developer provide evidence of satisfactory liability insurance coverage naming the Village as an additional insured under terms acceptable to the Village. The roadway will need to be returned to the condition that existed prior to the execution of this Development Agreement upon completion of construction. The Developer shall maintain the construction roadway during the course of construction.
- ~~d.e.~~ Notwithstanding the foregoing, the Developer acknowledges that the Village has been served with a summons and complaint which makes allegations on behalf of the received correspondence from an attorney representing the Greenwald Family Limited Partnership Trust, which objects to the Village's use of its eminent domain authority for the acquisition of the Access Road, despite the fact that the Access Road is already the location of a utility easement and also, the fact that this road

~~extension was established as part of the Village's Comprehensive Planning process. The Village has answered the complaint denying the allegations made therein. Notwithstanding this statement the Village Board has approved the issuance of a quit claim deed conveying the lands acquired under condemnation back to the Greenwald Family Limited Partnership, thus, in the opinion of the Village, rendering the allegations made in the aforementioned lawsuit moot. The Village will redesign the Access Road to allow for access without utilizing lands owned by the Greenwald Family Limited Partnership. Based on the foregoing the Village believes this issue has been resolved; however to the extent that the Greenwald Family Limited Partnership raises any other claims that might impact the Village's ability to perform the terms of this agreement, we wish to make you aware of these circumstances. before any discussions were had regarding the potential development of this site by Developer. The Village intends to continue to pursue its eminent domain rights; however, to the extent that a court of competent jurisdiction would issue a final Order that would preclude the Village from completing the acquisition of said Access Road by eminent domain, the Village's obligations to extend said road and utilities shall be rescinded.~~

2. Developer Obligations. In consideration of the foregoing, the Developer agrees as follows:
- a. *Certified Survey Map.* The Developer will prepare the certified survey map necessary to subdivide the Property and submit the same for Village approval.
 - b. *Road Dedication.* The parties acknowledge that the Mukwonago Village Code requires the extension of road and utilities to the property boundaries within the Mixed-Use Development. ~~In consideration of the Village not requiring the extension of the road to the north property line,~~ The Developer agrees to dedicate to the Village, an 80' road right of way which shall run along the westerly boundary of the Property, the westerly boundary of said roadway shall be the west property line of the Property. The ~~with the~~ northerly terminus of said road right of way shall be being the extension of the north property line of the Property east west access road and the southerly terminus being the dedicated road right of way across the Pro-Health property as show on the attached **Exhibit C** (the "North-South Road"). Said dedication shall occur concurrent with the execution of the developer's agreement between the parties. The Village shall construct the portion of the North-South Road whose northerly boundary shall be the extension of the Access Road. and the southerly terminus shall be the dedicated road right of way across the Pro-Health property as shown on the attached Exhibit C. Said construction shall also include the ~~and~~ utility extension across such dedicated property. ~~and~~ ~~e~~ Once completed the Developer will be billed for two thirds of the cost of the North-South Road to be constructed by the Village as provided for herein. Said billing shall be paid on an installment basis by way of a promissory note to be executed at that time for a term of twenty years with interest in the same amount as the Village is being charged for its financing of this cost. This cost is over and above the Mixed-use Guaranteed Tax ~~Increment~~ Payment in Section

2(j). The payment of said debt shall be secured by the Village's special assessment authority. The Developer agrees to the imposition of such an assessment in the event of a default and waives notice of and objection to the assessment, as well as its rights to a hearing. The Village shall be responsible for the remaining one third of the cost of the aforementioned improvements. The Developer shall agree to an emergency access from the Northerly Mixed-use Development property line in a location mutually acceptable to the Village and the Developer as shown on the Exhibit C. The Village agrees that, as partial consideration for this dedication, the Village will convey, under terms of a separate agreement, lands adjacent to the commercial property pursuant to the terms of the agreement set forth as the attached Exhibit D???

- c. The Developer agrees to work in conjunction with the Village to obtain the building use, site and architecture approvals with the Village. Developer agrees to be responsible for obtaining approval from the state of Wisconsin DSPS for its building plans, as well as the State of Wisconsin DNR and any required local permit authorities.
- d. The Developer shall construct a multi-family, mixed use, residential development (Mixed-use Development) on the Property with various amenities as provided for herein, as well as commercial elements as generally shown on the Preliminary Site Plan Exhibit B. This mixed use development shall generally be referred to as the Project.
- e. *Planned Unit Development.* The Developer will submit an application for approval of a planned unit development (PUD) in accordance with the Village's ordinances and all necessary documentation including, but not limited to, a General Development Plan and Specific Implementation Plan to complete the Mixed-use Development in phases. The Village's obligations under this Agreement are contingent on the approval of the General Development Plan, Specific Implementation Plan, Site Plan and PUD ordinance.
- f. *First Phase Mixed-use Development.* The first phase of the Mixed-use Development will consist of four (4) multi-family buildings together with the construction of the commercial elements shown as part of those buildings on Preliminary Site Plan (the "First Phase"). Construction of the first building shall commence no later than six (6) months from the date of completion of the Access Road described in Section 2(a) above; provided, however, that construction may begin prior to the completion of the Access Road but not until required permits have been obtained and only if said work is coordinated with the Village's road construction contractor. Construction of the second building shall commence no later than eighteen (18) months of the completion of the Access Road described in Section 2(a); provided, however, that construction may start prior to the completion of the Access Road but not until required permits have been obtained and only if said work is coordinated with the Village's road construction contractor. The remaining phases of the Mixed-use Development will be constructed according to

market demands. The amenities that will be built in the First Phase are the playground, a portion of the walking trails, grills, basketball court, tennis court, a pavilion, multi-purpose field, dog park, and shall all be completed as a condition of granting the occupancy permit for the second building. Notwithstanding the foregoing, occupancy may be granted by the Supervisor of Inspections if substantial progress has been made in the completion of the list of amenities. Construction of a swimming pool and clubhouse to serve the residential portion of the Mixed-use Development will be completed prior to the issuance of an occupancy permit for the third residential building constructed in the Mixed-use Development. Construction of the third building shall commence no later than thirty-six (36) months from the date of completion of the Access Road described in Section 2(a) above; provided, however, that construction may begin prior to the completion of the Access Road but not until required permits have been obtained and only if said work is coordinated with the Village's road construction contractor.

- g. *Phasing*. The Developer shall not occupy more than two buildings per year on the Mixed-use Development unless a quicker phasing schedule is approved by the Village.
- h. *On-Site Sewer and Water*. Developer agrees to extend sewer and water mains across the Property to serve the structures provided for in the Preliminary Site Plan said improvements shall be considered the Developer's Public Improvements. All sewer and water mains serving the Mixed-use Development shall be constructed in accordance with Village specifications and requirements and shall be constructed such that they can be extended to further development that may occur on property adjacent to the Mixed-use Development. Said utilities shall be extended to the lot lines so as to facilitate such future connection in a location acceptable to the Village.
- i. *Secondary Access*. The Developer may, at its option, construct a secondary access road, subject to Village specifications and will be all-weather gravel and in a condition suitable for emergency vehicles to access the Property. The Developer will have the right to limit access to the secondary roadway to only its construction vehicles and the vehicles from the Village's emergency, public works, and inspection departments. The Village may require the construction of the Secondary Access if necessary for safety purposes.
- j. *Tax ~~Increment~~Payments*. The Developer shall guaranty that the Village portion of the general real property taxes ~~Actual Tax Increment~~ collected by the Village in each year (the "Collection Year") as the result of general property taxes levied on the Mixed-use Property shall equal or exceed the "~~Mixed-use~~ Guaranteed Tax ~~Increment~~Payment" set forth on the attached ~~Schedule G~~**GTGTP**. The "Actual Tax ~~Increment~~Payment" for a Collection Year is the Village portion of the general property taxes levied on the Mixed-use Property and paid to the Village for a given Collection Year minus the amount equal to the Village's portion of the actual general property taxes levied against the ~~applicable-Mixed-use~~ Property for 2018 tax year. If the Actual Tax ~~Increment~~Payment for the Mixed-use Property collected

in a Collection Year does not equal or exceed the Mixed-use property taxes ~~Guaranteed Tax Increment~~ for ~~the such~~ Collection Year, the Developer shall pay to the Village, no later than July 31 of the Collection ~~year~~Year, an amount equal to the difference between the Mixed-use Guaranteed Tax ~~Increment~~Payment for such Collection Year and the Actual Tax ~~Increment~~Payment collected ~~by on~~ the Village's portion of the general real property taxes in such Collection Year (the "Mixed-use Developer Obligation"). Notwithstanding any provision to the contrary contained in this Agreement, the obligation of the Developer to pay the Mixed-use Developer Obligation shall only continue until the collected Actual Tax ~~Increments~~Payments in total equals or exceeds the Mixed-use Debt. When the collected Actual Tax ~~Increment~~Payments in total equals or exceeds the Mixed-use Debt, the Developer's obligation to provide the Guaranteed Tax ~~Increment~~Payments shall terminate. The term "Mixed-use Debt" shall equal two-thirds of the total amount of funds paid by the Village, including the Village's financing costs, for the Public Improvements as set forth in Schedule ~~GTHGTP~~; provided, however, that if the total estimated costs will exceed a total of \$2,500,000.00, then the Developer shall have the option to terminate this Agreement and not proceed with the Project.

NOTE: As set forth on Schedule ~~GTHGTP~~, the Mixed-use Guaranteed Tax ~~Increment~~Payment requirement shall commence in the second calendar year following the completion of the Access Road described in Section 2(a) above. For example, if the Access Road is completed in 2019, the first assessment year subject to the Mixed-use Guaranteed Tax ~~Increment~~Payment is 2021; provided, however, that any Actual Tax ~~Increment~~Payment collected prior to the commencement of the Mixed-use Guaranteed Tax ~~Increment~~Payment shall be counted towards the Mixed-use Developer Obligation. Since the Village will incur debt service obligations upon commencement of construction of the Access Road and there will be no Actual Tax ~~Increment~~Payments collected from the construction of the Mixed-use Development ~~collected~~ until three years after completion of the Access Road, the parties acknowledge that those debt service costs shall be capitalized and added to the funds paid by the Village for the Village Public Improvements for purposes of determining the Mixed-use Debt (i.e., the Mixed-use Developer Obligation shall include two-thirds of the capitalized debt service costs from that period).

Notwithstanding the forgoing the Developer warrants and represents that the Property shall be owned and occupied by entities that are not exempt from real estate taxes and that the "Guaranteed Tax Assessed Value" set forth on Schedule ~~GTHGTP~~ shall be maintained until ~~the earlier of: (1) the date that the Village's note for the construction of the Village Public Improvements are paid; or (2) the original expiration date of the TID~~ (the Expiration Date). It shall be a further condition of this Agreement that ownership or occupancy of any portion of the Property may not be transferred to an entity which is exempt from real estate taxes without the prior written consent of the Village, which consent may be conditioned upon the execution by such new owner or occupant of an agreement to make

payments in lieu of taxes in an amount of the then existing nonexempt property tax assessment, multiplied by the applicable tax rate for all taxing jurisdictions. These obligations shall survive and continue until the Expiration date. In the event the Developer receives an exemption from real estate tax prior to said date and /or the Guaranteed Tax Assessed Value is not reached, the Village may exercise its right to impose special assessments or charges for any amount to which it is entitled by virtue of this agreement. Said assessment may be levied without a public hearing. Developer hereby consents to said assessment and does hereby waive said hearing and agrees that an assessment to recover its lost revenue is reasonable and benefits the Property. Such special assessments shall be collected in the next succeeding tax roll or as other special assessments or charges may be. This provision shall survive the termination of this Agreement.

- k. *Surety for Mixed-use Guaranteed Tax ~~Increment~~Payment.* To secure performance by the Developer under 2j, Developer shall provide a surety bond acceptable to the Village equal to the Village's actual costs included in the Mixed-use Debt (i.e., two-thirds of the Village's actual costs of the Village Public Improvements). The surety bond shall be renewable on an annual basis, and shall include a demand clause that allows the Village to draw on the bond in case it is non-renewed prior to satisfying the Mixed-use Guaranteed Tax ~~Increment~~Payment; provided, however, the Village will not make such a demand if the Developer obtains another acceptable surety bond or provides a letter of credit. At each time of renewal, the amount of the surety bond may be reduced to equal the remaining portion of the actual costs of the Mixed-use Debt at the time of renewal. The Developer shall no longer be required to maintain a surety bond as such time the Developer has constructed improvements so that the assessed fair market value of the Mixed-use Property equals \$15,000,000.
- l. *Special Assessment of Mixed-use Property.* The Village shall not specially assess the Mixed-use Property for the Village Public Improvements that benefit the Mixed-use Property related to the commitments under this Agreement so long as the Mixed-use Developer Obligation is met and provided that the property remains taxable, i.e. not exempt from real estate taxes for the duration of the TID district. If the Mixed-use Developer Obligation is not met and/or if the property becomes exempt from real estate taxes, then the Village may specially assess the Mixed-use Property the shortfall. Should the Village's right to any special assessments or charges arise, special assessment rights hereunder may be exercised pursuant to this paragraph on the Property without a hearing. Developer does hereby waive hearing on such special assessment and agrees that an assessment to cover the Village's lost tax revenue is reasonable and benefits the Property. Such special assessments or charges shall be collected in the next succeeding tax roll or as other special assessments or special charges may be. This paragraph constitutes Developer's waiver of notice and its consent to the special assessment and special charges, which may be required by law to the extent of an amount equal to the then-remaining balance and any shortfall on the actual tax ~~increment~~payment due under

this Agreement. This provision shall survive this Agreement until the Mixed-use Debt has been paid in full by the total collected from Developer in Actual Tax ~~Increment~~ Increment payments and / or Mixed-use Developer Obligation payments.

- m. *Guaranteed Commercial Taxed Assessed Value.* Developer agrees to endeavor to develop the Commercial Property such that the parcel is approved consistent with the Zoning Code and Future Land Use Map of the Village, and such that its improved taxed assessed value is increased from its value as of 1/1/19 by not less than \$5,000,000.00 (the “Guaranteed Commercial Taxed Assessed Value”) as compared with its tax assessed value as of the date five years after the Access Road is completed (the “Guaranteed Commercial Taxed Assessed Value Date”). In the event that the Commercial Taxed Assessed Value is not achieved by said date, then the Village shall have the option to purchase the remaining portion of the Commercial Property for a price equal to \$132,682 per acre (gross acres). The Village shall exercise its right to purchase the remaining portion of the Commercial Property no later than six months after the Guaranteed Commercial Taxed Assessed Value Date by providing written notice to the Developer of its election. The Village agrees that it will not specially assess the Commercial Property for work performed according to this Agreement provided that the Property remains subject to real estate taxes and are not considered exempt for that purpose. In the event the Developer fails to make one or more guaranteed payments under this Agreement as provided for herein, the parties acknowledge that the Village shall have the right, with twenty one (21) days prior written notice, to impose special assessments or charges for any amount to which it is entitled by virtue of this Agreement and otherwise consistent with the special assessment statute, Wis. Stat. § 66.0701 et seq. Developer’s obligation to make guaranty payments hereunder shall terminate on the expiration date provided for herein.
- n. *Zoning Approvals.* It is anticipated the Developer will submit an application for approval of a Planned Unit Development (“PUD”) in accordance with the Village’s Ordinances and all necessary documentation related thereto, including, but not limited to, a General Development Plan and Site Implementation Plan to complete the residential development and commercial development in phases. The terms of this PUD shall be mutually satisfactory to the Village and the Developer. The Village’s obligations under this Agreement are contingent on the approval of the Site Plan and PUD ordinance.
- o. *Other Village Approvals.* The Developer agrees to work in conjunction with the Village to obtain the building use, site and architecture approvals with the Village. Developer agrees to be responsible for obtaining approval from the State DSPS for its building plans, as well as the DNR, and any required local permit submissions.
- p. *Civil Design.* Developer shall be responsible for the complete civil design for all site work contained within the Mixed-use Property.

3. Property Development:

- a. The approval of the Project and all terms and conditions within this Agreement are subject to compliance by the Developer with the conditions imposed by the Village and its approval general development plan and PUD. No other uses shall be permitted on the Property without the approval of the Village and/or an amendment of this Agreement. The Property will be developed in accordance with the aforementioned approved plans subject to the terms of the Planned Unit Development Ordinance and any other terms and conditions of this Agreement.
- b. Approval of this Agreement shall be subject to approval by the Village of a Storm Water Management Plan and a Storm Water Maintenance Agreement for the Property, with the Agreement executed by the Developer. The Storm Water Management Plan and Storm Water Maintenance Agreement shall be in a form satisfactory to the Village, providing flow to the storm water management and water quality facilities and to ensure the maintenance, care and upkeep of the storm water management and water quality facilities within the Project.
- c. The Developer shall be responsible for all costs to complete the public improvements internal to the Mixed-use Property as required by this Agreement. The Developer shall be responsible for all fees incurred by the Village with respect to the inspection of the installation, construction and/or repair of the public improvements within the Mixed-use Property.

4. Surety.

- a. Prior to commencement of any development on the Property, Developer shall provide for the reasonable approval of the Village Engineer, an estimate of the costs of the public improvements that Developer is to build on the Property. After approval of the cost estimate by the Village Engineer, Developer shall submit to the Village a Letter of Credit or Surety Bond (the "Surety") to ensure the completion of the Developer Public Improvements and repairs to existing public improvements in accordance with the Village's development standards.
- b. The Surety shall be in an amount of the cost estimate approved by the Village Engineer plus twenty (20%) percent. The form of the Surety shall be approved by the Village Attorney and no work on the Project shall commence until the approval of the Surety by the Village Attorney.
- c. If the Village, in its sole, but reasonable judgment determines the Developer shall have failed to complete the public improvements or complete the repair of the existing public improvements, the Village shall give notice of such fact to the Developer, who shall have not less than 30 days following receipt of the written notice, to cure such default. In the event the Developer is unable to cure such default within such 30-day period, but has, in good faith, commenced such a cure within said 30-day period and reasonably and continuously takes action to complete such care and such care shall be completed within 30 days of the

said written notice, the Developer shall not be in default. Except as stated immediately above, if Developer does not accurately complete the required work or the completed work is substandard in accordance with the Village's development standards and other applicable Codes, or if not less than 30 days prior to the expiration of the Surety, the Developer has not provided evidence of the renewal of the Surety, the Village shall be entitled to draw upon the Surety and shall use the full Surety, or portions thereof, to complete the work by Village Staff or through a contractor. If the Developer adequately completes the required public improvements and/or repairs to the public improvements and completion is accepted by the Village Engineer after Final Occupancy Permit, the Village shall reduce the Surety in an amount equal to not more than ten (10%) percent of the completed public improvements for a period not to exceed fourteen (14) months after the date of the public improvements for which the Surety was provided are substantially complete. The Village Board shall approve the reduction and said approval shall not be unreasonably withheld.

- d. The Developer remains responsible for the Village required impact fees, plan review fees and charges, as well as Building Permit, Erosion Control Permit and other Municipal Permit fees.
- e. The Developer shall be responsible for securing all other required permits from state and local agencies to allow the commencement of the development on the Property or off-property improvements necessary for the Project.

5. Construction Requirements.

- a. In addition to the conditions otherwise set forth in this Agreement, Developer shall pay to the Village all required fees and charges, including payments or maintenance of an escrow account in favor of the Village for incurred professional service charges. Said fees or the creation of an escrow account shall be made prior to the Village being required to issue any permit for the development of the Property.
- b. Developer's work on the Property shall start no sooner than 7:00 a.m., Monday through Saturday, during the months of November to February. During the months of March through October, work shall start no sooner than 6:30 a.m. Work shall not extend beyond 7:00 p.m. at any time. Work on the Property shall not occur on Sundays or National Legal Holidays. For purposes of this provision, "work" shall mean the producing of any sound caused by the construction, construction equipment or construction vehicles or material deliveries. The time limitations do not restrict early arrival for staging or after hours cleanup by construction workers. The time limitations do not apply to construction work not controlled by the Developer, such as private or public utilities. However, Developer shall make every effort to maintain compliance with these limitations.

- c. Developer shall, at all times, maintain surrounding rights-of-way free from dirt, gravel and construction debris. When construction work occurs within rights-of-way, the rights-of-way shall be free from dirt, gravel and construction debris prior to the end of the construction day. Developer, at all times, shall maintain the property and surrounding properties free from construction debris and employee waste. If Developer does not comply with the requirements of this paragraph, the Village may, after written notice to the Developer and upon Developer's failure to promptly and reasonably take action to cure such matters, utilize Village employees and equipment to maintain the area and charge these expenses to the Developer.
 - d. Upon the commencement of initial site construction, the Developer shall install a gravel-tracking pad on the Property as soon as reasonably possible. After commencement of the initial site work, Developer shall install on the Property a gravel surface to place construction vehicles, equipment and building materials. Vehicles and equipment entering and existing the Property during the development shall travel only over the tracking pad as referred to above.
 - e. All construction vehicles and equipment shall be parked on the Property overnight or when construction activity is not occurring. All construction materials shall be stored on the Property. No construction materials shall be placed on adjacent rights-of-way except for temporary transfer from delivery vehicles to the site. Construction equipment and delivery vehicles may park on adjacent rights-of-way during normal working ours, but at all times, not less than a 12' wide traffic lane shall be maintained in each direction. Developer shall take reasonable efforts to minimize the parking of construction vehicles and equipment, and other vehicles associated with the Project, on adjacent rights-of-way. Lack of compliance with the requirements of this section may result in ticketing of the Developer's vehicles with fines as permitted by law.
6. Commencement/Completion. The Developer Public Improvements necessary for each Phase on the Mixed-use Development Property shall be completed by the Developer and its subcontractors within 18 months after commencing construction for the applicable Phase subject to force majeure. For purposes of this Agreement, the term "commencement of construction" shall mean that the Developer has incurred 10% of the cost identified on the Developer Public Improvements schedule, attached hereto, for the public improvements internal to the Mixed-use Development.
7. Additional Conditions.
- a. Storm Drainage. Storm drainage and water quality shall be provided by means of storm sewers, culverts, ditches, detention/retention basins on private property and/or in the public right-of-way or drainage easement where required and as approved by the Village. All such improvements shall be at the Developer's sole expense. All storm water drainage and water quality management shall be completed in conformance with the approved Storm Water Management Plan.

- b. Nothing in this Agreement shall be deemed to limit the Developer's responsibility to adjacent owners for discharged water. Should any claim be made against the Village for increased water discharge or altered drainage patterns from the Project, Developer shall indemnify, defend and hold harmless the Village, paying all costs thereof, including, but not limited to, reasonable attorney fees; and further, indemnifying the Village from any loss or damage based upon a claim arising from water alleged discharged within or from the site.

8. General Conditions.

- a. The Developer agrees to abide by such further orders or directions as may be reasonably given by the Village, as may be necessary to implement and carry out the terms and intent of this Agreement. It is expressly understood and agreed that the terms of this Agreement are covenants running with the land and binding on the Developer, its successors and/or assigns.
- b. Developer shall be responsible for the repair to existing roadways and infrastructure for damage caused as the result of the construction activities or construction on the Property. Areas of the Project that are within the jurisdiction of other governmental agencies, such as Waukesha County, Walworth County or the State of Wisconsin Department of Natural Resources or the State of Wisconsin Department of Transportation shall be developed in accordance with the requirements of those agencies. Costs incurred by the Village from other governmental jurisdictions related to this Project shall be reimbursed by the Developer within 30 days of invoicing.
- c. All work performed under the provisions of this Agreement shall be done in a good and workmanlike manner, and in accordance with all Codes, applicable rules and regulations, governing or affecting the Property.
- d. This Agreement shall be recorded with the Register of Deeds.
- e. This Agreement may only be modified in an instrument or writing executed by all parties thereto.
- f. The Developer shall save, indemnify and hold harmless the Village, its officers, elected officials, employees, agents and/or assigns as and against any and all liability, demands, costs, expenses and/or judgments incurred by the Village, including, but not limited to, actual attorney fees as the result of any action by any third party against the Village or against the Developer, or both, arising out of the failure of the Developer in the performance of this Agreement, or arising from the Village's approval of this Agreement and/or the operation of this agreement resulting from the intentional acts or negligence of the Developer, its agents or employees. This indemnity shall apply regardless of whether the liability arises, in part, from the negligence of the Village.

- g. The Developer, and all contractors working for the Developer, shall maintain, at all times until expiration of the completion of the public improvements, liability insurance coverage in the form and in the amount set forth in the attached Exhibit E-. The Village shall be named as an Additional Insured under said policies on a primary and non-contributory basis, with limits of not less than \$1 Million per occurrence or \$2 Million in the aggregate. Said insurance shall provide that it may not be cancelled absent not less than 30 days notice to the Village of any cancellation or material modification, except in the case of termination in the event of nonpayment of premium in which event the notice shall be not less than ten days. Developer agrees to engage contractors/subcontractors for all construction included in this Agreement, who shall perform work to the standards of the Village and who shall comply with every requirement of the Village Code and standards in performing the work. Developer agrees that the Village shall not be responsible for any costs or charges related to this Project except those specifically enumerated and agreed to in this Agreement.
- h. Acceptance of Work. The Village shall review the Developer Public Improvements once completed and if acceptable to the Village Engineer, accept such improvements as being in compliance with the standards and specifications of the Village. Such review and acceptance where appropriate will occur within 60 days of written notice by the Developer that the Developer desires to have the Village inspect and accept the improvements. At the option of the Village, if the ground is frozen, the time for final inspection may be extended as necessary so that final inspection may take place in spring of the following year after vegetation has become established. Before obtaining acceptance of any work or any improvements, the Developer shall present to the Village valid Lien Waivers from all persons providing materials or performing work on the improvements for which approval is sought. Acceptance by the Village does not constitute a waiver by the Village of the right to draw funds under the Letter of Credit because of defects in, or failure of, any improvement that is detected or which occurs following such acceptance. The Developer agrees that the dedication of the improvements and the required public improvements will not be accepted by the Village until they have been reviewed and inspected for approval by the Village Engineer and furthermore, until all outstanding Village costs, including engineering and construction review charges, have been paid in full and Affidavits and Lien Waivers received by the Village indicating the contractors and suppliers have been paid in full for all work and improvements furnished under this Agreement. Sanitary sewer main and water main, and their respective service laterals, shall not be accepted until a complete breakdown of all construction, engineering and administrative costs incurred by the Developer are submitted to the Village Engineer and Village Clerk respectively. (This is necessary to aid in determining the sewer and water utilities value on the Village's Financial

Statements.) In addition, the water system installation shall not be accepted until the Village obtains a bacteriologically safe sample. The Village shall flush the main, obtain the sample and have all tests completed as may be required by the Village at the Developer's cost. Said lines shall be pressure tested and the sewer mains shall be TV'd showing that there are no leaks in the lines and no construction debris within the sewer. The acceptance of the water and sewer mains shall be further subject to the Developer providing a verification that they have been constructed in accordance with the Village Standards and Specifications. Developer needs to maintain and repair all required Developer Public Improvements until the Village formally accepts said improvements. The Developer shall provide the Village with electronic and reproducible copies of all improvement plans. Electronic copies of all improvement plans shall be in the most current version of AutoCAD. The Village Engineer shall prepare record drawings of the improvements at the Developer's sole expense within 30 days of the binder course placement.

- i. Warranty. Developer warrants and guarantees that the installation of the sanitary sewer and water mains installed on the Mixed-use Development Property for a period of one year from the date of final acceptance by the Village of all improvements completed by the Developer under this Agreement against defects, in installation or materials. If any defect shall appear during the guaranteed period, the Developer agrees to make the acceptable repairs of the defective work. This includes, but is not limited to the storm water facilities. The guaranteed period shall continue for a period of one year after the acceptance by the Village of the improvements. A Letter of Credit or bond shall remain in full force for the time that any portion of the improvements have yet to be completed, and a portion of the bond is deemed adequate by the Village Engineer, but not to exceed 20% of the original Letter of Credit or bond, shall remain in force for the one year guarantee period.
- j. Compliance with Agreement.
 - i. Grading, Erosion Control and Barricades. Developer shall furnish, install and maintain during construction, and until the improvements are accepted by the Village, all barricades and signs as required by the Manual of Uniform Traffic Control Devices, at all points where new rights-of-way extend or intersect existing streets and at all street ending points. Signs and barricades shall be required, furnished and installed to conform to the Manual of Uniform Traffic Control Devices. Developer shall obtain the approval of the Village for erosion and runoff control measures as required by the Village Ordinances prior to grading, utility installation or any other land disturbing activities. The Developer shall adhere to the conditions of the approval, and grants the right-of-way on the Property to designated Staff of the Village to inspect and monitor compliance with these requirements.

- ii. Sanitary Sewer Facilities and Laterals. The Developer shall install sanitary sewer mains and laterals on Mixed-use Development Property to serve the Mixed-use Development. In addition to any other approvals required by this Agreement, until all necessary approvals or plans have been obtained from the Village Engineer and the State of Wisconsin DNR, no installation of underground utilities shall commence.
- iii. Plans. The Developer shall furnish the Village with reproducible approved plans of the sanitary sewer system, including the location and elevation of laterals at the lot lines prior to the Village's acceptance of dedication.
- iv. Standards of Materials. All materials shall conform to the standards and specifications for sewer main construction of the Village.
- v. Water Mains and Service Pipes. Developer shall install water mains, including pipes, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve the development as required by the Plan Specifications and Requirements of the Water Utility as approved by the State of Wisconsin DNR. All water service laterals 2" in diameter and smaller shall be completed with a curb stop and box. All other water service laterals shall be capped and buttressed 10' beyond the right-of-way line with a control valve with road box anchored to the main.
- vi. Fire Hydrants. All materials and methods of installation used shall conform to the Village's Standards and Specifications for water main construction, and the Village's development requirements. Fire hydrants shall be installed throughout the Mixed-use Development at the Developer's expense. Fire hydrants shall not be installed or permitted within 5' of driveway approaches or other laterals. No Building Permit shall be issued until the Village Engineer has determined that adequate fire hydrants are available.
- vii. As Built Plans. Developer shall furnish the Village reproducible, most recent version approved AutoCAD plans of the water system, including the location and elevation of laterals at the lot lines prior to the Village's acceptance of dedication.
- viii. Lateral Setback Requirements. No water or sewer laterals shall be placed closer than 10' from driveway aprons or driveways. This restriction shall be placed upon all construction drawings and in the Development Restrictions.
- k. Storm Water Management Structures. The Developer shall install storm water management facilities, including related storm sewers required by the Village Ordinance and the approved Storm Water Management Plan. The Developer

shall furnish the Village with reproducible approved plans of the Storm Water System prior to the Village's acceptance of dedication.

- l. Developer shall be responsible for the maintenance of all required storm water facilities located inside the Project prior to acceptance of the storm water facilities by the Village. After said acceptance of the storm water facilities, the Developer shall remain responsible for the maintenance of the storm water facilities. This maintenance shall include, but not be limited to, the responsibility of cleaning of storm water facilities, and removal of debris to assure that they perform adequately. The cost of maintenance of the storm water management system shall be borne by the Developer, its successors and assigns, in accordance with the Storm Water Maintenance Agreement. After the Developer has completed the installation of the storm sewer and/or sanitary sewer, the Developer shall televise the storm sewer and sanitary sewer lines upon completion and prior to the acceptance of the improvements, and the Developer shall cause the lines to be cleaned if it is determined to be necessary by the Village. Developer shall cause the lines to be televised with the approval of the Village Engineer and shall provide the video record of such inspection to the Village Engineer for determining whether any lines need to be cleaned.
 - m. To the extent that standards and/or specifications have not been established by the Village, all work shall be made in accordance with established engineering practices as designated and approved by the Village Engineer.
 - n. The Developer shall landscape the Project as shown in the Landscape Plan.
 - o. The Developer acknowledges that the commercial site has been clear cut of trees without the permission of the Village of Mukwonago as required under Village Ordinances. The Developer agrees to submit a reforestation plan for the trees that were removed and in addition, to make a payment in the sum of \$25,000.00 to the Village's tree fund within thirty days of the execution of this Agreement
9. Notices. Any written notice or demand hereunder from any party to another party shall be in writing and shall be served by (a) personal delivery, (b) certified mail, return receipt requested or, (c) overnight courier such as Federal Express, United Parcel Service or Express Mart at the following addresses:

To the Village at:

Village of Mukwonago
Attn: Village Clerk
P.O. Box 206
440 River Crest Court
Mukwonago, WI 53149

With a copy to:

Attorney Mark G. Blum
Hippenmeyer, Reilly, Blum
Schmitzer, Fabian & English S.C.
720 Clinton St., P O Box 766
Waukesha, WI 53187-0766

To the Developer at:

Family Ventures of Mukwonago, LLC
Attn: Thomas Larson
N7152 Bowers Road
Elkhorn, WI 53121

With a copy to:

Attorney Robert Procter
Axley Brynelson, LLP
2 East Mifflin St., Suite 200
Madison, WI 53703

Any party may change its address by providing notice in accordance with this provision.

10. Codes. The Village and Developer agree to follow all Village ordinances in regards to their respective obligations set forth herein.

11. Time. Time shall be of the essence for all purposes of this Agreement.

12. Amendments. This Agreement sets forth all the promises, incentives, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than this Agreement. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by the Village and Developer.

13. Severability. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

14. No Waiver. Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasion to insist upon or seek compliance with any such terms or conditions.

15. Assignment. Developer may not assign its rights under this Agreement, without the prior written consent of the Village.

16. Remedies. Upon a breach of this Agreement, any party hereto may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both, or may obtain rescission for repudiation or material failure of performance by an action or proceeding at law or in equity in the Circuit Court of Waukesha County. Notwithstanding the foregoing, before the failure of any party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of receipt of such notice. The party awarded judgment shall be entitled to its cost, disbursements, and reasonable attorney fees.

17. Force Majeure. If performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include, but are not limited to, acts of God, war, acts of civil disobedience, harsh weather, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay.

18. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect, as of the date hereof, which may affect the conduct of the work to be accomplished under this Agreement.

19. Default. Failure of the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement within thirty (30) days after receipt of written notice of default from the Village specifying such default shall be an event of default, provided that if such default cannot be cured within such thirty (30) day period, such thirty (30) period shall be extended to allow for such cure provided that Developer commences the cure within such thirty (30) day period and diligently pursues the same. In the event that the default is such that immediate harm may result from such default, then the Developer shall be given five (5) days written notice to cure such default.

20. Remedies of Default. Whenever an event of default referred to herein occurs and is continuing, the Village may take any one or more of the following actions:

- a. The Village may suspend its performance under this Agreement until it receives assurances from the Developer, deemed reasonably adequate by the Village, that the Developer will cure its default and continue its performance of this Agreement.
- b. The Village may take any action, including legal or administrative action in law or equity, which may reasonably be necessary or desirable to enforce performance and the observance of the obligations hereunder.
- c. These remedies shall not be deemed to be exclusive and the Village shall have the right to pursue all rights or remedies available to it under applicable Wisconsin law. No delay or omission in pursuing any rights in the event of a default shall impair

such right or power or shall be construed to be a waiver thereof. Such rights may be exercised from time to time as may be deemed expedient by the Village.

- d. Whenever an event of default occurs and the Village shall employ attorneys or incur other expenses for the collection of payments due or to become due, or for the enforcement or performance or observance of any obligations or agreements on the part of the Developer herein contained, the Developer agrees it shall, on demand thereof, pay the Village the reasonable fees of such attorneys and such other expenses so incurred by the Village.

21. Developer Indemnity. Developer covenants and agrees that the Village, its governing body, members, officers, agents, including independent contractors, consultants, legal counsel, servants and employees, hereinafter collectively referred to as the “Village Indemnified Parties” shall not be liable for and Developer agrees to jointly and severally indemnify and hold harmless the Village Indemnified Parties against any loss or damage to the Property or any injury to or death of any person occurring at or about or resulting from any defect in the improvements constructed by Developer during construction or from any costs or claim, including reasonable attorney fees, which may result from the Developer’s default under this Agreement, including but not limited to injuries or damage arising from the construction of the Developer’s facility, including construction liens, except for any willful misrepresentation or any willful wanton misconduct of the Village Indemnified Parties, the Developer agrees to protect and defend the Village Indemnified Parties now and forever and further agrees to hold the aforesaid Village Indemnified Parties harmless from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the project.

22. Village Indemnity. The Village covenants and agrees that the Developer, its members, officers, agents, including independent contractors, consultants, legal counsel, servants and employees, hereinafter collectively referred to as the “Developer Indemnified Parties” shall not be liable for and Village agrees to jointly and severally indemnify and hold harmless the Developer Indemnified Parties against any loss or damage to the Property or any injury to or death of any person occurring at or about or resulting from any defect in the project or from any costs or claim, including reasonable attorney fees, which may result from the Village’s default under this Agreement, including but not limited to injuries or damage arising from the construction of the Industrial Park, including construction liens, except for any willful misrepresentation or any willful wanton misconduct of the Developer Indemnified Parties, the Village agrees to protect and defend the Developer Indemnified Parties now and forever and further agrees to hold the aforesaid Developer Indemnified Parties harmless from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Village (or other persons acting on its behalf or under its direction or control) under this Agreement or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the project. Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the Village or its insurer

to rely upon the limitations, defenses and immunities contained under Wisconsin law, including those set forth in Wisconsin Statute Secs. 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the Village or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established under Wisconsin law.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

VILLAGE OF MUKWONAGO
a Wisconsin municipal corporation

By: _____
President

Attest:

By: _____
Village Clerk

DEVELOPER
Family Ventures of Mukwonago, LLC

By: _____

Exhibit A

Legal Description

Attach Existing CSM

Exhibit B
Preliminary Site Plan

Exhibit C

Proposed CSM

Exhibit D

Village Insurance Requirements

Exhibit E

Schedule GTI



Committee/Board:	Public Works/Committee of Whole/Village Board
Topic:	Amendment to Design and Engineering Services for DeBack Drive Infrastructure
From:	Michael Michalski
Department:	Public Works
Presenter:	Jerad Wegner
Date of Committee Action (if required):	September 4, 2019
Date of Village Board Action (if required):	September 4, 2019

Information

Subject: Approval of the Ruckert Mielke, Inc. amendment to design and engineering services task order for DeBack Drive Infrastructure.

Background Information/Rationale: Task Order Amendment No. 2 is set to cover additional design, engineering, and administration due to the realignment of DeBack Drive and the alterations to TID #3 regional stormwater facility.

The following items were not factored within the original construction services task order:

- Perform topographic survey of regional storm water pond - \$992
- Perform wetland delineation along southeast perimeter of regional storm water pond - \$7,048
- Prepare plan and profile drawings along the centerline realignment for proposed sanitary sewer, water main and roadway - \$10,912
- Prepare cross sections along roadway realignment - \$6,945
- Remodeling and redesign of storm sewer - \$4,960
- Design alternate pond in-fill - \$1,488
- Pond modeling and stormwater improvement sheets - \$ 11,160
- Future sanitary truck sewer analysis - \$4,960
- Prepare plan set of drawings for erosion control and stormwater pond dewatering - \$2,480
- Redesign curb ramps and intersection details - \$3,968
- Redesign pavement marking and signage - \$2,976
- Project Manual alterations - \$4,464
- WDNR Wetland Permit application modifications - \$3,472

Key Issues for Consideration: Approval of Ruckert Mielke, Inc. Task Order 2018-03A2 Amendment No. 2 for design and engineering related services.

Fiscal Impact (If any): \$65,825 for additional services.

Requested Action by Committee/Board: We are requesting a recommendation to the Village Board for the approval of Ruckert Mielke, Inc. Task Order Amendment No. 2 for DeBack Drive Infrastructure additional design and engineering related services.

Attachments

RM Task Order 2018-28A

TASK ORDER

This is Task Order No. (2018-03A2),
consisting of 3 pages
Village of Mukwonago
DeBack Drive Infrastructure

Task Order

In accordance with the Task Order No. 2018-03, Owner and Engineer agree to Amend the referenced task order as follows:

1. Specific Project Data

- A. Title: DeBack Drive Infrastructure – Amendment No. 2
- B. Description: Provide additional engineering services for the Redesign and Bidding of DeBack Drive to provide infrastructure to the Maple Centre Development

2. Additional Services of Engineer

This Task Order Amendment No. 2 is set to cover additional engineering and administrative for the realignment of DeBack Drive and the alterations to TID #3 regional stormwater facility.

The following items were not factored within the original construction services task order:

- Perform topographic survey of regional storm water pond - \$992
- Perform wetland delineation along southeast perimeter of regional storm water pond - \$7,048
- Prepare plan and profile drawings along the centerline realignment for proposed sanitary sewer, water main and roadway - \$10,912
- Prepare cross sections along roadway realignment - \$6,945
- Remodeling and redesign of storm sewer - \$4,960
- Design alternate pond in-fill - \$1,488
- Pond modeling and stormwater improvement sheets - \$11,160
- Future sanitary truck sewer analysis - \$4,960
- Prepare plan set of drawings for erosion control and stormwater pond dewatering - \$2,480
- Redesign curb ramps and intersection details - \$3,968
- Redesign pavement marking and signage - \$2,976
- Project Manual alterations - \$4,464
- WDNR Wetland Permit application modifications - \$3,472

Work Available as additional services:

The following services are not included in this effort because of project timeline or we have assumed they are not necessary:

- Geotechnical Investigation
- Individual WDNR Chapter 30 Permit

3. Owner's Responsibilities

The Village will review materials and construction drawings to ensure the designed project is compatible with Village operations and standard materials. The Village will pay for the cost of advertisement, permit fees, Engineer's reimbursable expenses, reproduction of the bidding documents, distribution of the bidding documents, and will refer all bidders' questions to the Engineer for response.

TASK ORDER

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
Advertisement for Bid	October 9, 2019
Bid Opening	October 23, 2019
Recommendation of Award	November 6, 2019

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<u>Category of Services</u>	<u>Compensation Method</u>	<u>Estimate of Compensation for Services</u>
200A1 Design and Bidding	Lump Sum	\$65,825

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

6. Consultants

None.

7. Other Modifications to Standard Terms and Conditions

None.

8. Attachments

None.

9. Documents Incorporated by Reference

Ruekert & Mielke, Inc. / Village of Mukwonago Master Agreement

TASK ORDER

Terms and Conditions: Execution of this Task Order Amendment by Owner and Engineer shall make it subject to terms and conditions, (as modified above) of Task Order No. 2018-03A-2

The Effective Date of this Task Order is _____, _____.

OWNER:

Village of Mukwonago

By: _____

Name: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

By: Steven C. Wurster

Name: Steven C. Wurster, P.E.

Title: Senior Vice President/COO

Date: August 27, 2019

DESIGNATED REPRESENTATIVE FOR TASK ORDER

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Fax: _____

Name: Michael E. Michalski

Title: Project Engineer

Address: W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

Email: mmichalski@ruekert-mielke.com

Phone: 262-953-3004

Fax: 262-542-5631