

**City of Oconomowoc
Common Council**

**Tuesday, September 01, 2020 - 7:30 PM
City Hall - Council Chambers**



Notice: If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Clerk's office at least 48 hours in advance to request adequate accommodations. Tel: 569-2186

- 1. Call to Order and Confirmation of Appropriate Meeting Notice**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of Meeting Minutes**
 - a. Minutes of August 4, 2020
- 5. Comments/Suggestions from Citizens**
- 6. Consent Agenda (Items listed under the Consent Agenda are considered in one motion - a Council member may request to remove an item):**
 - a. Licenses
 - b. Resolution 20-R2888 Exempting the City from the Waukesha County Library Levy 2020 Tax for 2021 Purposes
 - c. Release of Restriction for Certified Survey Map #9336, 2700 N. Indian Mound Road, Village of Summit
- 7. Committee Reports**
 - a. Public Services - Ellis, Chr; Rosek, Secy; Mulder
 1. Consider/act on Resolution 20-R2886 Awarding 2021 Thackeray Trail Reconstruction Design Engineering Services
 2. Consider/act on Resolution 20-R2887 Approving Collins Parking Lot Construction Bid
- 8. New Business**
 - a. Consider/act on Developer's Agreement for Pine Ridge Estates West
- 9. Staff Reports**
- 10. Reports and Comments from the Aldermen**
- 11. Reports and Comments from the Mayor**
 - a. Suicide Prevention Week Proclamation
- 12. Adjourn**

City of Oconomowoc Common Council Meeting Minutes August 04, 2020 - 7:30 PM



Aldermen Present: Kevin Ellis, Karen Spiegelberg (*left mtg 8 PM*), Matt Mulder, Charles Schellpeper, Lou Kowieski, Andy Rogers, Matt Rosek, John Zapfel

Also Present: Robert Magnus, Stan Riffle, Betsy Bleck, Ron Buerger, Diane Coenen, Mark Frye, Jason Gallo, Craig Hoepfner, Jim Pfister, Laurie Sullivan, Ivan Lam

Mayor Magnus called the Common Council Meeting to order at 7:30 PM.

Call to Order and Confirmation of Appropriate Meeting Notice

Pledge of Allegiance

Roll Call

Approval of Meeting Minutes

a. Minutes of July 7, 2020

Motion to approve the Council minutes of July 7, 2020 as presented made by Zapfel and seconded by Rosek.
Motion carried 8-0-0.

Consent Agenda (Items listed under the Consent Agenda are considered in one motion - a Council member may request to remove an item):

Motion to approve the consent agenda as presented made by Rosek and seconded by Spiegelberg.
Motion carried 8-0-0.

a. Licenses

b. Electric Utility Easement Agreement between City of Oconomowoc and Y. Wuerl Living Trust (N62W37875 Burtonwood Dr)

c. Treasurer's Report – June 2020

Committee Reports

a. Public Services - Ellis, Chr; Rosek, Secy; Mulder

1. Consider/act on Resolution 20-R2884 Awarding Roosevelt Park Shelter Materials Contract

Motion to adopt Resolution 20-R2884 awarding Roosevelt Park Shelter materials contract made by Ellis and seconded by Rosek.
Motion carried 8-0-0.

New Business

a. Consider/act on Approving Settlement Agreement Between Waterview Condominiums, LLC and

City of Oconomowoc Regarding Waukesha County Circuit Court Case No. 19-CV-1233

Riffle gave a PowerPoint presentation.

Motion to amend the agreement that fundraisers should be told they will not be dictating the use of the park made by Ellis and seconded by Kowieski.

Motion carried 8-0-0.

Motion to approve the Settlement Agreement between Waterview Condominiums, LLC and City of Oconomowoc regarding Waukesha County Circuit Court Case No. 19-CV-1233 as outlined in the Municipal Law letter included in the Council packet and as amended on the use of the property at 517 N. Lake Rd made by Rosek and seconded by Zapfel.

Motion carried 8-0-0.

b. Consider/act on Changing First Floor Hours of Operation at City Hall, 174 E. Wisconsin Avenue

Motion to approve changing the first-floor hours of operation at City Hall, 174 E. Wisconsin Ave to be 7:30 AM – 4:30 PM made by Ellis and seconded by Kowieski.

Motion carried 8-0-0.

c. Discussion/act on Impacts Due to COVID-19

Kowieski opened discussion about the recent Governor mandates regarding COVID-19 and Council decided to take no action.

Mayoral Appointments with Council Confirmation

a. Mayoral Appointments with Council Confirmation

Motion to confirm the appointments as presented made by Kowieski and seconded by Zapfel.

Motion carried 8-0-0.

Staff Reports

- a. Election Update – Coenen gave a PowerPoint presentation.

Reports and Comments from the Aldermen

Zapfel thanked the Herro Family for their gift to the City; the property next to the Peacock Dam and expressed deep appreciation.

Adjourn

Motion to adjourn made by Kowieski and seconded by Mulder.

Motion carried 8-0-0.

The meeting adjourned at 8:40 PM.

Diane Coenen, City Clerk
City of Oconomowoc

LICENSE APPROVALS

Honorable Mayor and Common Council:

September 1, 2020

The following license applications have been received by the City Clerk, accompanied by the proper fee:

Special Class "B" Picnic License Requests:

Downtown Oconomowoc Business Assn (DOBA)

Saturday, September 12, 2020

(Fall Festival - Village Green)

Rock River HOG Chapter

Wednesday, September 23, 2020

(Bike Night at Harley Davidson)



MEMORANDUM

DEPARTMENT

Date: August 19, 2020
To: Common Council
From: Betsy Bleck, Library Director
Re: Certification of Eligibility for Exemption from County Library Tax

RELATES TO THE STRATEGIC PLAN

n/a

BACKGROUND

To obtain an exemption from the 2020 Waukesha County library levy for 2021 purposes, the City must certify that during budget year 2021, the Oconomowoc Public Library will be provided and be allowed to expend no less than the county library tax rate in the prior year, \$0.245221 per \$1,000 Equalized Value. The City spent \$0.31 per \$1,000 in 2019 and budgeted \$0.30 per \$1,000 in 2021.

ADDITIONAL ANALYSIS

n/a

FINANCIAL IMPACT

n/a

RECOMMENDATION

Adopt the Resolution

SUGGESTED MOTION

This is a Consent Agenda item: Move to approve Consent Agenda.

RESOLUTION NO. 20-R2888

**RESOLUTION EXEMPTING THE CITY FROM THE
WAUKESHA COUNTY LIBRARY LEVY 2020 TAX FOR 2021 PURPOSES**

WHEREAS, the City of Oconomowoc recognizes pursuant to §43.64, Wis Stats. in order to obtain an exemption from the Waukesha County library levy for the year 2021, the City must certify it will expend no less than the county rate for the prior year, which was \$0.245221 per \$1,000.00 of equalized valuation; and

WHEREAS, the Common Council of the City of Oconomowoc further recognizes pursuant to state law, listed funding for the Oconomowoc Public Library must come only from municipal sources and must exclude fines, fees, and other revenues as well as capital expenditures;

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of Oconomowoc that the City pledges to appropriate and allow the Oconomowoc Public Library to expend no less than the rate of \$0.245221 per \$1,000.00 of the actual State equalized value published by the State on August 14th, thereby exempting the City of Oconomowoc from the Waukesha County Library Levy for the year 2021.

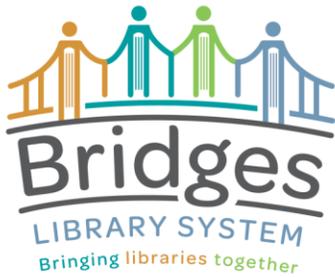
DATED: _____

CITY OF OCONOMOWOC

By: _____
Robert P. Magnus, Mayor

ATTEST:

Diane Coenen, Clerk



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

P 262.896.8080
W bridgeslibrarysystem.org

To: Chief Elected Officials/Administrators in Municipalities with Libraries, Library Directors
From: Karol Kennedy, Bridges Library System Director
Re: Waukesha County Library Tax Exemption Notice
Date: August 17, 2020

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

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

If you would like to exempt your municipality from the Waukesha County library tax, the form (on page 2), **Request for Exemption from Waukesha County Library Levy 2020 Tax for 2021 Purposes** must be completed, approved by the Municipality's governing body, signed, and returned to Bridges Library System no later than September 30, 2020. A copy of your adopted municipal ordinance or resolution certifying that your library appropriation meets or exceeds the requirements is also required. Email submission is acceptable as long as the form includes the actual signature.

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

**Request for Exemption from Waukesha County Library Levy
2020 Tax for 2021 Purposes**

Name of Community:

Name of library:

We recognize that, pursuant to 43.64 of Wisconsin Statutes, to obtain an exemption from the 2020 county library levy for 2021 purposes, the municipality must certify that during budget year 2021, its library will be provided and be allowed to expend no less than the county library tax rate in the prior year, \$0.245221 per \$1,000 Equalized Value.

In the case of a joint library, an alternate exemption option exists pursuant to ss 43.64 (2) (c). Under this language, each participating municipality in the joint library has the option to certify that during its budget year 2021, the library will be provided and allowed to expend no less than the average of the funding levels of the previous 3 years.

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

I am authorized to certify that the governing body of the municipality has enacted an ordinance or resolution pledging that it will appropriate and allow the library to expend no less than a rate of **\$0.245221** per \$1,000 of the actual state Equalized Value amount for the community that was published by the state on August 14, 2020 or, in the case of a joint library whose municipality may choose this option, that the participating municipality will appropriate and allow the library to expend no less than the average of the funding levels of the previous 3 years.

The community meets its requirement stated above and is therefore eligible for exemption from the 2020 Waukesha County library levy.

Name and Title of Person filling out this form:

Signature

Date

This form, along with a copy of the municipal resolution/ordinance, must be filed no later than September 30, 2020.

Send to:

Bridges Library System

741 N. Grand Avenue, Suite 210

Waukesha, WI 53186

Or email to kkennedy@bridgeslibrarysystem.org

RELEASE OF RESTRICTION

Certified Survey Map No. 9336

LEGAL DESCRIPTION: Parcel 1, 2 and 3 of Certified Survey No. 9336, Volume 85, Page 1, located in part of the SE ¼ of the NE ¼, Section 16, T7N, R17E, Village of Summit, Waukesha County, Wisconsin

Parcel Identification Number (PIN):

SUMT0637.999.005

Recording Area

Name and Return Address:

Waukesha Co. Dept. Parks and Land Use
Planning and Zoning Division
515 W. Moreland Blvd. Rm AC 230
Waukesha, WI 53188

RELEASE OF RESTRICTION FOR CERTIFIED SURVEY MAP NO. 9336, VILLAGE OF SUMMIT

WHEREAS, Certified Survey Map No. 9336, Book 85, Page 1, created a three (3) lot configuration, in the Village of Summit, formerly the Town of Summit, Waukesha County, Wisconsin, that was recorded on March 8, 2002 as Document No. 2775080, and

WHEREAS, Note 1 on Sheet 1 specifies a restriction that the parcels shall not be further divided in the future, and

WHEREAS, Certified Survey Map No. 9336 is no longer subject to the jurisdiction of the Waukesha County Shoreland and Floodland Protection Ordinance, and

WHEREAS, the Village of Summit Zoning Code allows for smaller lot sizes, and has preliminarily approved a division of Lot 1, and

WHEREAS, the Waukesha County Department of Parks and Land Use rescinds the above noted restriction, provided that any further division of the parcels within Certified Survey Map No. 9336 comply with the Village of Summit's Land Division Ordinance and Zoning Code, and

NOW, THEREFORE, the undersigned hereby releases the applicable restrictive note on Sheet 1 of Certified Survey Map No. 9336, Document No. 2775080.

Summit Plan Commission

This Release of Restriction was approved by Village Plan Commission action on the _____ day of _____, 2020.

James Slepmann - Plan Commission Chairman

Debra Michael - Village Clerk

Summit Village Board

This Release of Restriction was approved by Village Board action on the _____ day of _____, 2020.

Jack Riley - Village President

Debra Michael - Village Clerk

ACKNOWLEDGMENT

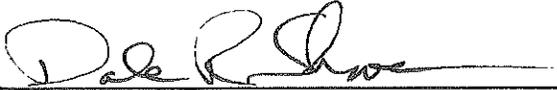
STATE OF WISCONSIN
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the _____ day of _____, 2020 by _____, Village President, and _____, Village Clerk, on behalf of the Village of Summit.

Notary Public, State of Wisconsin
My commission expires: _____

Waukesha County Department of Parks and Land Use

This Release of Restriction is hereby approved on this 10th day of August, 2020.

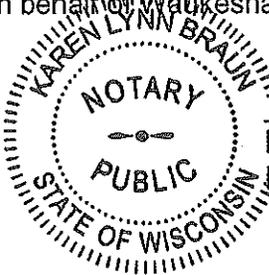


Dale R. Shaver, Director
Waukesha County Department of Parks and Land Use

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the 10 day of August, 2020 by Dale R. Shaver, Director of the Waukesha County Department of Parks and Land Use, on behalf of Waukesha County.



Notary Public, State of Wisconsin

My commission expires: July 8 2021

City of Oconomowoc Common Council

This Release of Restriction was approved by Common Council action on the _____ day of _____, 2020.

Robert Magnus - Mayor

Diane Coenen - Clerk

ACKNOWLEDGMENT

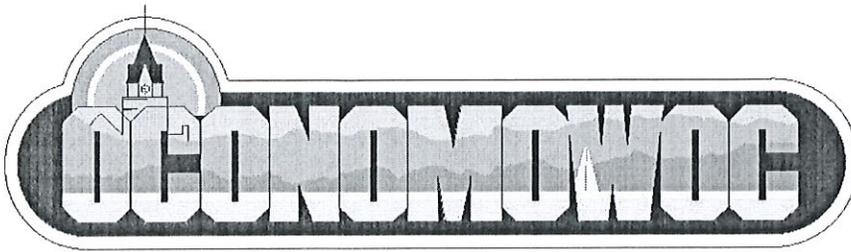
STATE OF WISCONSIN
COUNTY OF WAUKESHA

This instrument was acknowledged before me on the _____ day of _____, 2020 by _____, Mayor, and _____, City Clerk, on behalf of the City of Oconomowoc.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument was drafted by the
Waukesha County Department of Parks and Land Use (JH)

W:\FILECLUSTER\Depts\PRKANDLU\Planning and Zoning\Administration\Planners information\Reference documents for planners\Deed Restrict
Declar Restrict Affidavits Release of Restrict\Release of Restrictions\CSM 9336 Release of Restrictions sumv.docx



Department of City Planning
 174 E. Wisconsin Avenue Oconomowoc, WI
 www.oconomowoc-wi.gov | 262.569.2166

Development Application

X	Description	Administrative Fee
	Administrative Design Review	\$ 75.00
	Major Design Review	\$ 75.00
	Conditional Use Permit	\$ 500.00
	Zoning Determination Letter	\$ 100.00
	Temporary Use Permit	\$ 75.00
	Temporary Use Permit - Renewal	No Charge
	Variance	\$ 425.00
	Special Exceptions	\$ 425.00
	Appeals of Zoning Administrator	\$ 300.00
	Zoning Map Amendment (From _____ To _____)	\$ 425.00
	Zoning Text Amendment	\$ 425.00
	Comprehensive Plan Amendment	\$ 300.00
	Planned Development District	Step 1: Pre-application Conference
		Step 2: Concept Plan Review
		Step 3: General Development Plan Review
	Preliminary or Final Plat Review	\$ 75.00
X	Certified Survey Map or Extraterritorial Plat/CSM Review	\$ 75.00

*NOTE: Administrative filing fees are due at the time an application is filed with the City Clerk's Office and are not refundable. In addition to the Administrative fees, City Staff time (City Engineer, City Planner & City Attorney) will be charged back to the applicant. The Applicant will receive monthly invoices of payments due.

Date: 8-21-20

Project/Business Name: Release of Restriction - GURANICK

Address/Location: 2700 INDIAN MOUND RD OCONOMOWOC

City, State, Zip Code: OCONOMOWOC WI 53066

Proposed Use of Property: R-3 RESIDENTIAL

Applicant: MICHAEL GURANICK	Property Owner:
Address: 2700 INDIAN MOUND RD	Address
City/State/Zip OCONOMOWOC WI 53066	City/State/Zip: SAME
Phone: 262-875-1471	Phone:
E-mail: msguzanick@gmail.com	E-mail:
Signature: <i>[Handwritten Signature]</i>	Signature:

This form is not valid unless signed by Owner or Agent under a written power-of-attorney (please provide). I, Owner/one of the Owner's of the property, declare that this application (including any accompanying documents) has been examined by me and to the best of my knowledge and belief is true, correct and complete. I further accept all liability, which may be a result of the City of Oconomowoc relying on this information I am providing in this application.

Property address :
2700 Indian Mound Rd
Tax key:
SUMT0637.999.005

This request is for 'release of restriction' which was placed on a CSM in 2001 #9336.

The necessary document has been prepared and signed by Waukesha County Parks and Land Use. The restriction was drafted at that time to restrict development which would create on site sanitary systems

The Silver Lake Utility District was created and installed sanitary sewer to this area in 2006.

The county and village are in agreement the restriction is no longer necessary with the new sewer system which has additional connections available to the village.

This allows the necessary land split for the creation of a new single family home.

The city was originally included due to the extraterritorial land division with the Town of Summit therefore it is necessary for all original agencies included to sign the newly created release form.

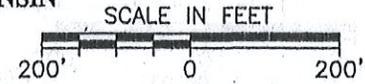
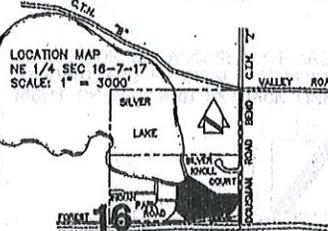
CERTIFIED SURVEY MAP NO. 9336

Page 1 of 7

Being a part of the SE 1/4 of the NE 1/4 of Section 16, Town 7 North, Range 17 East,
TOWN OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

SURVEYOR:
JAHNKE & JAHNKE ASSOC., INC.
711 W. MORELAND BLVD.
WAUKESHA, WISCONSIN 53188
(262) 542-5797

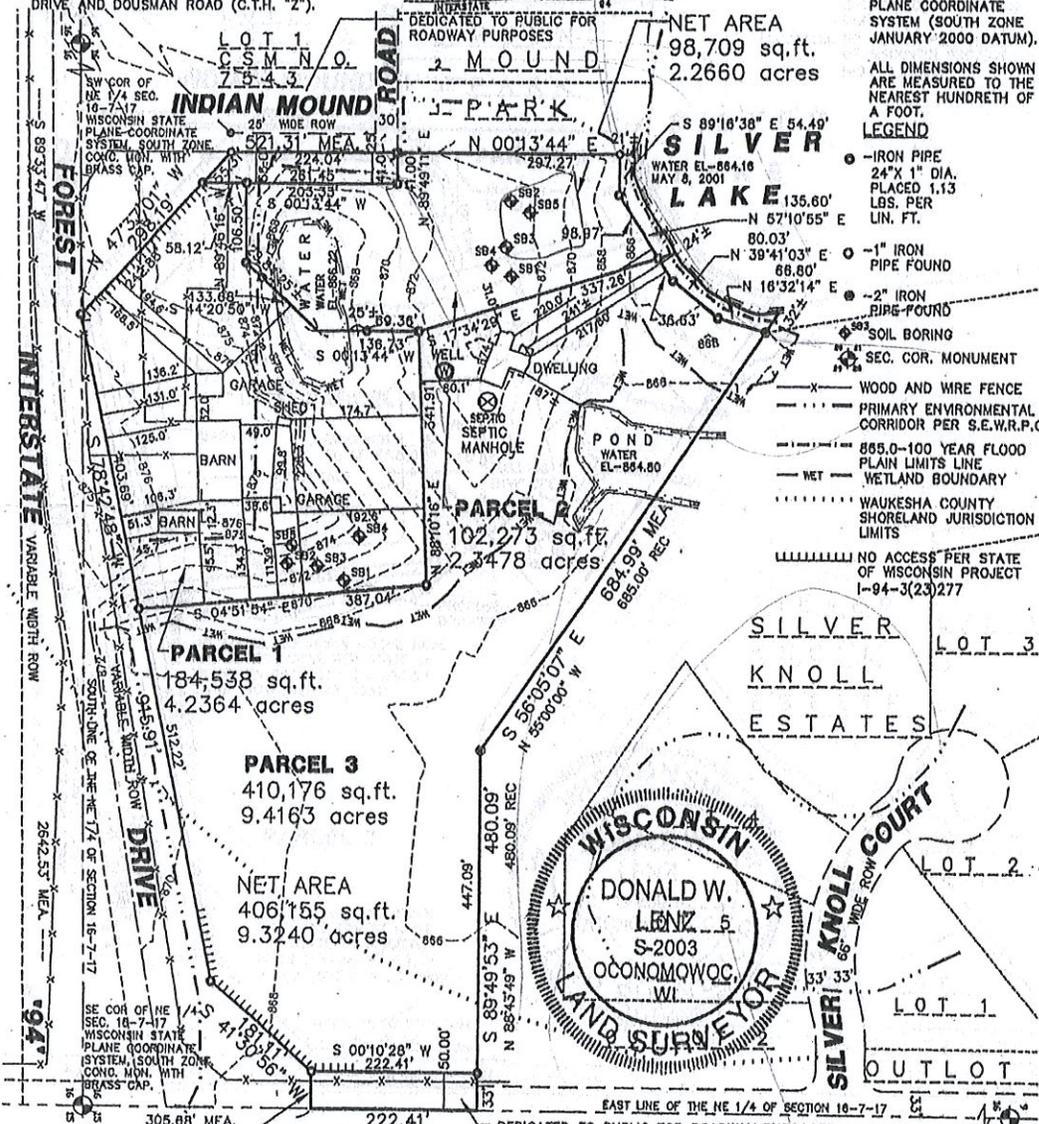
OWNER:
JAMES AND MARION GUZANICK
2734 NORTH INDIAN MOUND ROAD
SUMMIT, WISCONSIN 53066
THERE SHALL BE NO DIRECT
VEHICULAR ACCESS TO FOREST
DRIVE AND DOUSMAN ROAD (C.T.H. "2").



REFERENCE BEARING:
THE EAST LINE OF
THE NE 1/4 OF
SECTION 16, T7N, R17E
WAS USED AS THE
REFERENCE BEARING
AND HAS A BEARING
OF NORTH 00°10'28"
EAST BASED ON THE
WISCONSIN STATE
PLANE COORDINATE
SYSTEM (SOUTH ZONE
JANUARY 2000 DATUM).

ALL DIMENSIONS SHOWN
ARE MEASURED TO THE
NEAREST HUNDRETH OF
A FOOT.

- LEGEND**
- IRON PIPE
24" X 1" DIA.
PLACED 1.13
LBS. PER
LIN. FT.
 - -1" IRON
PIPE FOUND
 - -2" IRON
PIPE FOUND
 - SOIL BORING
 - SEC. COR. MONUMENT
 - WOOD AND WIRE FENCE
 - PRIMARY ENVIRONMENTAL
CORRIDOR PER S.E.W.R.P.C.
 - 885.0-100 YEAR FLOOD
PLAIN LIMITS LINE
 - WET
WETLAND BOUNDARY
 - WAUKESHA COUNTY
SHORELAND JURISDICTION
LIMITS
 - |||||| NO ACCESS PER STATE
OF WISCONSIN PROJECT
1-94-3(23)277



DOUSMAN
100' WIDE RIGHT-OF-WAY

DONALD W. LENZ - WIS. REG. NO. S-2003
DATED THIS 12th DAY OF October, 2001
REVISED THIS 13th DAY OF November, 2001
THIS INSTRUMENT WAS DRAFTED BY DONALD W. LENZ

NET AREA
98,709 sq.ft.
2.2660 acres

NET AREA
102,273 sq.ft.
2.3478 acres

NET AREA
184,538 sq.ft.
4.2364 acres

NET AREA
410,176 sq.ft.
9.4163 acres

NET AREA
406,155 sq.ft.
9.3240 acres

DEDICATED TO PUBLIC FOR ROADWAY PURPOSES

N 00°10'28" E 2662.858' MEA. ---
TOTAL GROSS AREA: 16,484 ACRES (718,080 SQ. FT.)
TOTAL NET AREA: 15,824 ACRES (689,402 SQ. FT.)

NOTE:
THE PARCELS SHALL NOT BE FURTHER DIVIDED IN THE FUTURE.
SEE SHEET 2 OF 7
DETAIL FOR NO ACCESS, LOT AREAS, EXISTING AND PROPOSED DRIVEWAYS, RIGHT OF WAY AND SETBACK LINES.
SEE SHEET 3 OF 7
DETAIL FOR PRIMARY ENVIRONMENTAL CORRIDOR, 100 YEAR FLOOD PLAIN LIMITS, WAUKESHA COUNTY SHORELAND JURISDICTION LIMITS, WAUKESHA COUNTY SOIL TYPES.

FILE NAME: S5864CSM.dwg
P.S. SUMMIT 438

APPROVED CSM FROM 2001.



MEMORANDUM

PUBLIC WORKS

Date: September 1, 2020

To: Common Council
Public Services Committee

From: Mark Frye, Director of Public Works

Re: Approve Engineering Consultant for 2021 Thackeray Trail Reconstruction Design Services

RELATES TO THE STRATEGIC PLAN

Strategic Goal-
Section II: Improve and Maintain Our Infrastructure and Facilities
Part B: Maintain Our Existing Infrastructure

BACKGROUND

On September 17, 2019, the Common Council approved a cross section for the existing Thackeray Trail reconstruction. As part of the approval, sidewalk and stormsewer were approved to extend in to Emerson, Whitter and Longfellow.

A Request for Proposal (RFP) was completed and sent out on July 17, 2020. The RFP required a Not-to-Exceed (NTE) cost for the tasks associated with the design work. The tasks are listed below.

- Task 1 Pre Design Meeting
- Task 2 Permitting
- Task 3 Stormwater Pond
- Task 4 Traffic Analysis
- Task 5 Utility Design
- Task 6 Council, Committee and Public Meetings
- Task 7 Review of 60% Plans
- Task 8 Final Review Meeting
- Task 9 Project Bidding
- Task 10 Post Bid Tasks
- Task 11 Engineering Support Services during Construction
- Task 12 Estimate Hours Required for Construction Management

We utilize the hybrid QBS (Qualifications Based Selection) process to evaluate proposals. This hybrid evaluation process includes a technical evaluation consisting of 80% of points and cost evaluation consisting of 20% of points. The consultant with the highest combined total of points will be recommended to Council for approval with the not to exceed cost plus authorization for staff to execute a 10% contingency.

The RFP was requested by 12 firms and sent to an additional 15. Six proposals were received on Monday, August 10, 2020.

ADDITIONAL ANALYSIS

Proposals were reviewed and scored by Mark Frye, Director of Public Works, David Stoiser, Assistant Director of Public Works, Joe Pickart, Utility Manager and Kevin Freber, Wastewater Treatment Plant Manager. One of the firms did not meet the 80% point requirement for further consideration. The scoring summary and the not-to-exceed cost information is shown below. One of the firms did not obtain the minimum 80% of the points so their cost envelope was not opened. After opening the envelopes of the remaining five firms, one was determined to be non-responsive due to missing required items.

City of Oconomowoc									
Thackeray Trail Reconstruction Design									
August 10, 2020									
Technical Score									
	Total Points	Average Points	Rank						
Baxter and Woodman	339	84.8	4						
Clark Dietz	367	91.8	2						
Collins Engineering	339	84.8	4						
M Squared	309	77.3	6						
Strand	370	92.5	1						
Viebichner	347	86.8	3						
Total Possible Points	400	100.0							
Average Technical Score with Pricing Factor									
	Quality and Completeness	Project Understanding	Experience and Technical Expertise	Staff Qualifications and Experience	Contract Cost Points	Total Points	Proposal Cost	% Cost Points	Rank
Baxter and Woodman	21.8	21.5	20.3	21.3	25.0	109.9	\$ 142,433	100%	1
Clark Dietz	24.3	25.0	20.8	21.8	15.4	107.3	\$ 231,380	62%	3
Collins Engineering	23.5	19.3	19.8	22.3	18.9	103.8	\$ 188,095	76%	4
Strand	24.5	24.3	22.3	21.5	14.9	107.5	\$ 239,305	60%	2
Viebichner	24.5	19.8	21.0	21.5			Non Responsive		

The projects contained in the RFP are:

Thackeray Trail Reconstruction:

The existing street, 2,900 LF, is a rural section that will be reconstructed to a 37-foot face-to-face cross section with sidewalk, street trees curb and gutter and storm sewer. A new pond will be part of the design to receive the discharge from the storm sewer. Design replacement of the watermain and laterals and rehabilitation of the sanitary sewer main and manholes will be included in the project scope. Sidewalks curb and storm sewer will extend into Whittier, Longfellow and Emerson to completed the urban cross section. Traffic analysis will need to be completed as part of the design for the intersection of Summit Avenue to determine turn lanes, signage and signal timing. Access to the Whitman Park Shopping Center will need to be reviewed with any improvements included in the final design. Street trees are to be included along the entire length of the reconstruction. With the wide right-of-way we want a mixture of species and placed on both sides of the sidewalk on both sides of the street.

Project Phasing:

The project improvements phasing needs to provide for the following:

- Access to businesses
- Access to residential driveways each night (except for 7 day concrete cure time)
- Reconstruct from Emerson Drive to the newly constructed extension to Silver Lake Street first to provide a second and emergency access for use by residents during construction

Thackeray Trail Extension Surface Course:

The street extension from Silver Lake Street 2,600 LF to the east is already constructed and has curb and asphalt binder complete. The City wants the surface course for the extension completed with the surfacing of the reconstruction and included as a separate line item in the bid (accounting reasons). The asphalt from the intersection of Silver Lake Street going easterly for 420 LF will be pulverized and overlaid as part of the reconstruction project

FINANCIAL IMPACT

Based on the proposal received from Baxter and Woodman a Not-to-Exceed cost of \$142,433 plus a 10% contingency of \$14,243 for a total of \$156,676.

RECOMMENDATION

Public Services Committee: Motion to recommend to the Common Council acceptance of the Not-to-Exceed proposal from Baxter & Woodman in the amount of \$142,433, plus a 10% contingency of \$14,243, total of \$156,676 charged to Account Number 408.505.5300.210 #419510.01, Thackeray Trail Reconstruction Design Engineering.

SUGGESTED MOTION

Common Council: Motion to approve resolution 20-R2886.

RESOLUTION NO. 20-R2886

**RESOLUTION AWARDING 2021 THACKERAY TRAIL RECONSTRUCTION
DESIGN ENGINEERING SERVICES**

WHEREAS, design engineering services are required for the 2021 Reconstruction of Thackeray Trail; and

WHEREAS, Department of Public Works representatives prepared a Request for Proposal advertisement, published the same, and based thereon received six proposals; and

WHEREAS, City staff followed Procurement Policy for professional services and used a combined approach to evaluate proposals by weighting 80% of the points for the technical evaluation and 20% for cost, so cost is incorporated as a factor; and

WHEREAS, one of the firms did not receive the required 80% of the points to have their cost envelope opened; and

WHEREAS, one firm was missing required information in their cost proposal and determined to be non-responsive; and

WHEREAS, based on the evaluation process completed by the Director of Public Works, Assistant Director of Public Works, Utility Manager and Wastewater Utility Manager the final four firms were ranked as follows:

1. Baxter and Woodman
2. Strand
3. Clark Dietz
4. Collins

WHEREAS, the proposal from Baxter and Woodman to complete the design engineering services, permitting, pond design, traffic analysis, respond to construction related questions, attend meetings and preparation of record drawings for the 2021 Thackeray Trail Reconstruction is a Not-to-Exceed cost of \$142,433; and

WHEREAS, Baxter and Woodman has performed design engineering services previously for the City and their performance has been satisfactory; and

WHEREAS, City staff and the Public Services Committee recommend that the proposal of Baxter and Woodman in the amount of \$142,433 for design engineering services, permitting, pond design, traffic analysis, respond to construction related questions, attend meetings and preparation of record drawings for the 2021 Thackeray Trail Reconstruction be accepted.

NOW THEREFORE, BE IT HEREBY RESOLVED the proposal of Baxter and Woodman in the sum of \$142,433 be and the same is hereby accepted, and appropriate City officials are authorized to enter into a contract with Baxter and Woodman for said work.

BE IT FURTHER RESOLVED this is a Not-to-Exceed price proposal with a 10% contingency of \$14,243 for a total cost of \$156,676.

BE IT FURTHER RESOLVED Task 11 of the Request for Proposals relates to the cost of the design firm responding to questions during project construction; this task is a time and material not-to-exceed cost basis so we only pay for the actual hours required.

BE IT FURTHER RESOLVED that the project cost will be charged to the following account number:

408.505.5300.210 #419510.01, Thackeray Trail Reconstruction Design Engineering

DATED: _____

CITY OF OCONOMOWOC

By: _____
Robert P. Magnus, Mayor

ATTEST:

Diane Coenen, Clerk



MEMORANDUM

PUBLIC WORKS

Date: September 1, 2020
 To: Common Council
 Public Services Committee
 From: Mark Frye, Director of Public Works
 Re: Collins Lot Reconstruction Bids

RELATES TO THE STRATEGIC PLAN

Strategic Goal II Improve and Maintain Our Infrastructure/Facilities
 B Maintain our Existing Infrastructure

BACKGROUND

Bids were advertised and opened for the Reconstruction of the Collins Street Parking Lot on August 20, 2020. Four bids were received as follows:

Contractor	Base Bid	Alternate 1 Bid	Alternate 2 Bid	Total Bid with Alternates
Musson Brothers	\$ 728,259.77	\$ 54,760.00	\$ 5,689.36	\$ 788,709.13
Super Western	\$ 828,198.73	\$ 128,686.00	\$ 5,800.00	\$ 962,684.73
Poblocki Paving	\$ 998,877.00	\$ 68,450.00	\$ 8,220.00	\$ 1,075,547.00
Zignego	\$ 1,228,822.27	\$ 136,900.00	\$ 7,131.00	\$ 1,372,853.27

Base Bid Scope of Work

The work under this contract shall consist of the reconstruction of parking lot pavement, including pavement removal, tree removal, curb and gutter removal, retaining wall removal, stairs removal, storm sewer removal, lighting removal, earthwork, base preparation and repairs, new base aggregate and HMA pavement, storm sewer, lighting, bioretention basin, landscaping, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

Alternate 1 Private Pavement Replacement

All saw cutting; removing asphaltic pavement; grading, shaping, and compacting the underlying aggregate base; furnishing and placing asphaltic pavement; and all other work necessary to complete the work of this special provision.

Alternate 2 Remove and Replace Electric Vehicle Charging Station

Staff is recommending accepting both Alternates at an additional cost of \$60,449.36.

FINANCIAL IMPACT

The total project cost, including Alternates 1 and 2, is \$788,709.13. As per City Policy, this is a unit priced bid with the actual cost based on the units required to complete the work. A 10% contingency (\$78,870) is allowed for the construction. Net approved project cost is \$867,579.13. The funding source for the expenditure is TIF District #4 with \$1,200,000 budget for the entire project including engineering. Cost for the project will be charged to the following Account Numbers:

404.505.5355.210 #419507.03, TID #4 Construction	\$788,709.13
404.505.5355.210 #419507.04, TID #4 Contingency	\$78,870.00

RECOMMENDATION

Suggested Public Services Committee Motion: Motion to recommend to the Common Council the base bid of Musson Brothers, Inc. in the amount of \$728,259.77, plus Alternates 1 and 2 in the amount of \$60,449.36, total bid of \$788,709.13 for the Collins Lot Reconstruction. As per City Policy, this is a unit priced bid with the actual cost based on the units required to complete the work. A 10% contingency (\$78,870) is allowed for the construction with any expenditures exceeding the approved bid amount plus the contingency requiring Common Council approval. Net approved project cost of \$867,579.13.

SUGGESTED MOTION

Suggested Common Council Motion: Motion to approve resolution 20-R2887 for the reconstruction of the Collins Street Parking Lot.

RESOLUTION NO. 20-R2887

RESOLUTION APPROVING COLLINS PARKING LOT CONSTRUCTION BID

WHEREAS, the City of Oconomowoc budget provides for the Reconstruction of the Collins Street Parking Lot; and

WHEREAS, on July 7, 2020 the Common Council approved the concept for the lot and directed staff to move forward with the engineering and bidding process; and

WHEREAS, plans and specifications for the parking lot project were completed and advertised with four bids received as follows on August 20, 2020:

Musson Brothers, Inc	\$ 728,259.77
Super Western, Inc	\$ 828,198.73
Poblocki Paving Corporation	\$ 998,877.00
Zignego Company, Inc	\$1,228,822.27

and

WHEREAS, Department of Public Works staff and the Public Services Committee recommend that the bid of Musson Brothers, Inc. be accepted; and

WHEREAS, Department of Public Works staff and the Public Services Committee recommend both Alternates 1 and 2 at a cost of \$60,449.36 be accepted.

NOW THEREFORE, BE IT HEREBY RESOLVED the \$728,259.77 bid from Musson Brothers, Inc. be and the same is hereby accepted, and appropriate City officials are authorized to enter into a contract with Payne and Dolan for said project.

BE IT FURTHER RESOLVED that Alternates 1 and 2 at a cost of \$60,449.36 be accepted for a total bid cost of \$788,709.13.

BE IT FURTHER RESOLVED that this is a unit price contract with estimated quantities, and accordingly the actual quantities and therefore the final contract price may vary.

BE IT FURTHER RESOLVED a 10% contingency of \$78,870, net project cost of \$867,579.13, is allowed for the construction with any expenditures exceeding the approved bid amount plus the contingency requiring Common Council approval.

BE IT FURTHER RESOLVED that this resolution not become effective and no notice of award be issued unless and until an appropriate performance bond and a certificate of insurance are filed with the City Clerk.

BE IT FURTHER RESOLVED that all project costs be charged to the following accounts:

404.505.5355.210 #419507.03, TID #4 Construction	\$788,709.13
404.505.5355.210 #419507.04, TID #4 Contingency	\$78,870.00

DATED: _____

CITY OF OCONOMOWOC

ATTEST:

By: _____
Robert P. Magnus, Mayor

Diane Coenen, Clerk



MEMORANDUM

PUBLIC WORKS

Date: September 1, 2020
To: Common Council
From: Mark Frye, Director of Public Works
Re: Developer's Agreement for Pine Ridge Estates West

RELATES TO THE STRATEGIC PLAN

N/A

BACKGROUND

On May 5, 2020 the Common Council approved the preliminary plat for the Pine Ridge Estates West subdivision. This 45 single family home development is situated adjacent to Indian Head Hills, Woodcreek and Pine Ridge Estates II and III. These are all single family residential developments.

A Developer's Agreement is required when public facilities are being constructed by the developer and dedicated to the City. For this project, these facilities include streets, street lighting, storm sewer, sanitary sewer and water mains. The agreement document also details stormwater management, grading, erosion control, financial guarantees and many other aspects of developing a commercial parcel.

ADDITIONAL ANALYSIS

N/A

FINANCIAL IMPACT

N/A

RECOMMENDATION

City Staff recommends approval of the Developer's Agreement for Pine Ridge Estates West.

SUGGESTED MOTION

Motion to approve the Developer's Agreement for Pine Ridge Estates West.

**DEVELOPER'S AGREEMENT
FOR
PINE RIDGE ESTATES WEST SUBDIVISION
CITY of OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN**

THIS AGREEMENT made this 1st day of September, 2020, between Pine Ridge Estates West, LLC, a Wisconsin Limited Liability Company, N27 W24025 Paul Court, Suite 100, Pewaukee, WI 53072, hereinafter called "DEVELOPER", and the CITY OF OCONOMOWOC in the County of Waukesha and the State of Wisconsin, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of land in the CITY, said land being described on EXHIBIT A attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to divide and develop SUBJECT LANDS for residential purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land division and development; and

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of approval, the governing body of a municipality within which the SUBJECT LANDS lie may require that the DEVELOPER make and install any public improvements reasonably necessary and/or that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within a reasonable time; and

WHEREAS, said SUBJECT LANDS are presently zoned SR-Suburban Residential, which allows the above-described development; and

WHEREAS, the DEVELOPER may be required to grant additional easements over a part of the SUBJECT LANDS for electric, sanitary sewer, storm sewer and water; and

WHEREAS, the DEVELOPER and CITY desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the CITY, provided that said public improvements are constructed to municipal specifications, all applicable government regulations and this agreement without cost to the CITY; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this agreement, conditions approved by the CITY Plan Commission and CITY Common Council, conditions of certain agencies and individuals in the County, all CITY ordinances and all laws and regulations governing said development; and

WHEREAS, the Plan Commission and Common Council of the CITY have given conditional Preliminary Plat approval to the development, as shown on the document marked "Preliminary Plat" on file in the CITY Clerk's office, conditioned in part upon the DEVELOPER and the CITY entering into a DEVELOPER's Agreement, as well as other conditions as approved by the CITY Common Council.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop SUBJECT LANDS as follows and as otherwise regulated by CITY ordinances and all laws and regulations governing said development, the parties hereto agree as follows:

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

A. **PUBLIC STREETS**: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all Federal, State and CITY specifications, regulations and ordinances, and written proof from the CITY Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, or final plat as the case may be and the plans and specifications on file in the CITY Public Works office.
3. Construction of the public streets providing access to and fronting a specific lot will be completed through the first lift of asphalt before any building permits are issued for said lot.
4. The first lifts of the public streets will be completed no later than 1 year from the date of this agreement, or as extended by the Director of Public Works.
5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than 2 years from the date of this agreement, unless extended by the Director of Public Works.
6. The DEVELOPER shall maintain public streets, including snowplowing, until accepted by the CITY.
7. The DEVELOPER shall comply with the specifications for all public facilities set forth in the City of Oconomowoc Specifications. Record drawings, including digital as-built plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.
8. The DEVELOPER shall construct sidewalks on both sides of all internal streets, including cul-de-sacs. Sidewalks shall be constructed in accordance with the plans, specifications and drawings to be submitted to and approved by the City Engineer, the Department of Public Works, and the Common Council. The Developer may defer the construction of sidewalks on each lot until the construction of 75% of dwelling units for the development are completed or all sidewalks shall be installed within three years of the signing of this Agreement. But the sidewalk for each lot shall be completed prior to the issuance of an occupancy permit for the dwelling. Notwithstanding the foregoing, however, if an occupancy permit for a lot is issued by the City during the months of November through May, the sidewalk for such lot shall be installed prior to the following June 30. Newly installed sidewalk will connect to existing sidewalk.
9. Contractors working on the development or on individual lots are required to clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. In addition, the DEVELOPER shall have ultimate responsibility for cleaning up any and all

mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the CITY. The CITY shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the CITY. If said mud, dirt, stone or debris are not cleaned up after notification, the CITY will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the CITY.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Utility Engineer has approved said plans.
2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the CITY Public Works office and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the CITY and as approved by the CITY Utility Engineer.
3. Be responsible for the associated cost for the CITY to clean and televise all sanitary sewers in the SUBJECT LANDS prior to acceptance of the improvements and issuance of building permits by the CITY. DEVELOPER shall repair any defects as determined by the CITY Engineer.
4. The DEVELOPER shall comply with the specifications for all public facilities set forth in the City of Oconomowoc Specifications. Record drawings, including digital record drawing plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.
5. That no building permits shall be issued until the sanitary sewer system for the SUBJECT LANDS has been dedicated to the CITY and substantial completion has occurred.

C. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Utility Engineer has approved said plans.
2. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the CITY Public Works office and all applicable Federal, State and CITY ordinances and specifications, regulations and guidelines for the construction of water systems in the CITY and as approved by the CITY Utility Engineer. No water lateral service valve shall be located within a driveway or sidewalk. Water valve boxes will not be accepted until the final lift of pavement has been approved by the CITY.
3. The DEVELOPER shall comply with the specifications for all public facilities set forth in

the City of Oconomowoc Specifications. Record drawings, including digital record drawings plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.

4. That no building permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to CITY and substantial completion has occurred.

D. SURFACE AND STORMWATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all surface and stormwater drainage facilities and erosion control plans are in conformance with all Federal, State and CITY regulations, guidelines, specifications, laws and ordinances, and written proof that the CITY Engineer has reviewed and approved said plans.
2. Provide CITY with the recorded Stormwater Maintenance Agreement and erosion control permit has been issued.
3. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and stormwater drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications on file in the CITY Public Works office, and all applicable federal, state, county and CITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer including where necessary as determined by the CITY Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/detention basins.
4. The DEVELOPER agrees that the site grading and construction of surface and stormwater drainage facilities shall be completed and accepted by the CITY before any building permits are issued.
5. To maintain roads free from mud and dirt from construction of the development.
6. The CITY will not accept the surface and stormwater drainage system until the entire system is installed and landscaped in accordance with plans and specifications to the satisfaction of the CITY Engineer.
7. The DEVELOPER shall clean all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the CITY.
8. The CITY retains the right to require DEVELOPER to install additional surface and stormwater drainage measures if it is determined by the CITY Engineer that the original surface and stormwater drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area.
9. The DEVELOPER shall comply with the specifications for all public facilities set forth in the City of Oconomowoc Specifications. Record drawings, including digital as-built plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.

E. GRADING, EROSION AND SILT CONTROL: The DEVELOPER hereby agrees that:

1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the CITY Engineer, and the Army Corps of Engineers, if applicable, have approved said plans.
2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the CITY Engineer, and the Army Corps of Engineers, if applicable, have approved said plans.
3. All disturbed areas shall be restored to the satisfaction of the CITY Public Works within seven (7) days of disturbance. Any cash or letter of credit posted with the CITY will not be released until the CITY Public Works is satisfied that no further erosion measures are required.
4. The DEVELOPER shall comply with the specifications for all public facilities set forth in the City of Oconomowoc Specifications. Record drawings, including digital as-built plans, shall be provided to all appropriate City departments as required by the City of Oconomowoc Specifications on file in the office of the Department of Public Works prior to any building permits being issued.

F. LANDSCAPING AND SITE WORK: The DEVELOPER hereby agrees that:

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.
2. The DEVELOPER, as required by the CITY, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the CITY Engineer prior to the issuance of any building permits.
4. The DEVELOPER shall delineate all wetlands by a certified wetland scientist that are on or adjacent to private lots by means of cedar posts, as approved by the CITY Staff prior to the issuance of building permits.
5. The CITY has the right to trim and remove any features that interfere with safe operation and maintenance of the CITY right-of-ways and drainage ways.

G. STREET SIGNS AND TRAFFIC CONTROL SIGNS: The DEVELOPER hereby agrees that:

1. Street signs, traffic control signs, posts and guardrails as required by the CITY shall be obtained and placed by the CITY and the cost thereof shall be paid by the DEVELOPER.

2. All traffic control signs and street signs, as required by the CITY will be installed within ten (10) working days of the placement of the first lift of asphalt.

H. STREET LIGHTS: The DEVELOPER hereby agrees to have installed a street lighting system in the development according to a plan prepared by the CITY Utilities, or its approved designer..

I. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the CITY Staff determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and stormwater management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the CITY is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the CITY may cause such work to be carried out and shall charge against the financial guarantee held by the CITY pursuant to this agreement.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Section I above shall be completed by the DEVELOPER in total within twelve (12) months of the date of this agreement being signed except as otherwise provided for in this agreement.

SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the CITY. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by a letter from the City Engineer. During the guarantee period, the CITY will hold 10% of the letter of credit for the final lift of asphalt cost. The guarantee period provided for the final lift shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER shall, without charge to the CITY, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements to the CITY, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the CITY shall have the right to connect or integrate other improvements as the CITY decides, with no payment or award to, or consent required of, the DEVELOPER.

Dedication shall not constitute acceptance of any improvement by the CITY. All improvements will be accepted by the CITY at such time as such improvements are in acceptable form and according to the CITY specifications. DEVELOPER will furnish proof to the CITY, prior to the

dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the CITY as set forth herein, the same shall be accepted by the CITY if said improvements have been completed as required by this agreement and as required by all federal, state, county or CITY guidelines, specifications, regulations, laws and ordinances and approved by the CITY Engineer.

SECTION VI. APPROVAL BY CITY NOT TO BE DEEMED A WAIVER.

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the CITY or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION VII. GUARANTEES OF IMPROVEMENTS:

- A. Guarantee. The DEVELOPER shall guarantee after Substantial Completion, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Substantial Completion as part of the Letter of Credit described in Section X. Ten percent (10%) of the total cost of all public improvements will be held from the Letter of Credit as the financial assurance for this. Substantial Completion shall be as defined in Wisconsin Statutes 236.13(2)(a)2. The DEVELOPER shall pay for any damages to CITY property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the CITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the cash or letter of credit on file with the CITY, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all public improvements.
- B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the CITY at the expiration of the guarantee period.
- C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the CITY Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the CITY the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the CITY in the aforementioned notification, after notice has been sent as provided herein, the CITY may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the CITY may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the CITY in repairing or replacing any portion of the improvements covered by

this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the CITY. This maintenance shall include routine maintenance, asphalt repairs, concrete repairs and the like. In cases where emergency maintenance is required, the CITY retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.
2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the CITY. Should the DEVELOPER fail to meet this requirement, the CITY will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.
3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the CITY Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, pipes, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the CITY is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

SECTION VIII. CITY RESPONSIBILITY FOR IMPROVEMENTS:

The CITY shall not be responsible to perform repair, maintenance, or snow plowing on any improvements until accepted by the CITY. Snowplowing will be completed on any public streets where the binder has been accepted.

SECTION IX. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL PLAT:

If a DEVELOPER proceeds with the installation of public improvements or other work on the site prior to approval of the final plat, it proceeds at its own risk as to whether or not the final plat will receive all necessary approvals. The DEVELOPER, prior to commencement of the installation of public improvements or other work on site, shall notify the CITY of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on site, prior to approval of the final plat. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on site inspected by the CITY.

SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the CITY, the DEVELOPER shall file with the CITY cash or a letter of credit setting forth terms and conditions in a form approved by the CITY Attorney in the amount of 110% of the cost for the public improvements and stormwater

management as approved by the CITY Engineer as a guarantee that the DEVELOPER will perform all terms of this agreement no later than one year from the signing of this agreement except as otherwise set forth in this agreement. If at any time:

- A. The DEVELOPER is in default of any aspect of this agreement, or
- B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this agreement unless otherwise extended by this agreement or by action of the CITY COMMON COUNCIL, or
- C. The letter of credit on file with the CITY is dated to expire sixty (60) days prior to the expiration of the same with an automatic renewal unless notice is given of expiration or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by CITY Engineer, and in a form approved by the CITY Attorney, to pay the costs of improvements in the development, the DEVELOPER shall be deemed in violation of this agreement and the CITY shall have the authority to draw upon the letter of credit.

The amount of the letter of credit may be reduced from time to time as and to the extent that the portion of work required under this Agreement is completed, paid for and accepted by the CITY, provided that the remaining letter of credit is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until it is approved in writing by the CITY Director of Finance. The CITY is hereby authorized to contact directly the Developer's or contractor's financial agent from time to time regarding the sufficiency of the financial guarantee.

The lending institution providing the irrevocable letter of credit shall pay to the CITY all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the irrevocable letter of credit, and upon its failure to do so, in whole or in part, the CITY shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every lot in the development payable with the next succeeding tax roll.

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no building or occupancy permits shall be issued for any homes, including model homes, until the CITY has determined that:

- A. The installation of the first lift of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested has been completed (substantial completion) and accepted by the CITY. Upon substantial completion, any outstanding local building permits that are related to, and dependent upon, substantial completion shall be released.
- B. The site grading and construction of surface and stormwater drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, and are cleaned as needed.
- C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the CITY.
- D. All required grading plans have been submitted to and reviewed by the CITY.

- E. The DEVELOPER has paid in full all fees, assessments and reimbursement of administrative costs as required by this agreement.
- F. The DEVELOPER has prepared appropriate deed restrictions which are approved by the CITY Attorney, filed with the CITY Clerk and recorded with the Register of Deeds.
- G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
- H. All required record drawings plans for the SUBJECT LANDS have been submitted.
- I. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures, stormwater, sanitary sewer, water and electrical. As for private electric and gas and public street lighting, Developer shall either have these utilities installed or provide proof of pre-payment for said installation of these utilities.
- J. The DEVELOPER is not in default of any aspect of this agreement.
- K. There is no default of any aspect of this agreement as determined by the CITY.
- L. The DEVELOPER has delineated the wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the CITY Staff prior to the issuance of building permits.

SECTION XII. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS:

The CITY reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this agreement.

SECTION XIII. VACANT LOT MAINTENANCE EASEMENT.

Developer shall grant a vacant lot maintenance easement to the CITY, in a form that is subject to the approval of the CITY Attorney, which shall be recorded with the Waukesha County Register of Deeds. The easement shall grant the CITY the right (but not the obligation) to enter upon any vacant Lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the CITY Municipal Code. A vacant lot shall include any lot that does not have an occupied principal structure that is used for single-family purposes at the time of inspection, repair or restoration. All costs incurred by the CITY in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner may be placed against the tax roll for the Lot and collected as a special charge by the CITY.

SECTION XIV. VACANT LOT MAINTENANCE.

Developer shall guarantee that all vacant lots under their ownership in the SUBJECT LANDS shall, at all times, be properly maintained to the minimum standards described in the CITY Municipal Code.

SECTION XV. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

Provide any easements including vision and typical Utility easements on SUBJECT LANDS deemed necessary by the CITY Staff before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.

B. TREE PLANTING:

CITY requires street trees to be planted in the terrace area of the street right-of-way. A plan identifying the tree species and locations is required per Chapter 18, which is the Platting and Subdivision Ordinance. The City standards require that 3 street trees be planted per 100 linear feet of roadway centerline to be planted by the CITY Forestry Department at the appropriate time, with the costs of the trees paid in advance by DEVELOPER. DEVELOPER's plat shows 1900 linear feet of street resulting in the need for 57 trees. The cost of each tree shall be \$500; thus DEVELOPER shall pay the CITY the sum of \$28,000. Payment shall be made before the CITY will sign the final plat.

MANNER OF PERFORMANCE:

Cause all construction called for by this agreement to be carried out and performed in a good and workerlike manner.

C. SURVEY MONUMENTS:

Properly place and install any lot, block or other monuments required by State Statute, CITY Ordinance or the CITY Engineer.

D. DEED RESTRICTIONS:

Execute and record deed restrictions in a form that is subject to the approval of the CITY Attorney, and provide proof of recording prior to sale of lots for the SUBJECT LANDS. The Deed Restrictions shall contain language to require the lot owners and/or homeowner's association within the subdivision to maintain all stormwater management facilities in accordance with the recorded stormwater maintenance agreement. The deed restrictions shall also contain the following language:

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

E. GRADES:

Prior to the issuance of a building permit for a specific lot, the DEVELOPER and/or lot owner and/or their agent shall furnish to the Building Inspector of the CITY a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

F. UNDERGROUND UTILITIES:

1. CITY Electric Utility. The DEVELOPER shall be responsible for the installation cost of electrical infrastructure to make proper and adequate service available to each unit in the SUBJECT LANDS. The electrical system, except for necessary appurtenances, shall be underground. The electric system shall be designed by CITY Electric Utility staff or their representative.

The DEVELOPER shall pay for all costs of design, installation, engineering and relocation of all electrical infrastructure required for the SUBJECT LANDS. Pursuant to Wisconsin Public Service Commission rules, payment for the costs of the electric infrastructure shall be made prior to the Electric Utility commencing work on the project. The prepayment shall be based upon a project estimate prepared by the Electric Utility. Upon completion of the project, a final determination shall be made with regard to the accuracy of the prepayment. A refund will be made in the event of overpayment; and in the event the project estimate was less than the actual costs, the DEVELOPER will be billed for the difference. The CITY Electric Utility must approve scheduling for the installation of the electric facilities for the project. Coordination between the Electric Utility and all other utilities shall be the responsibility of the DEVELOPER. The DEVELOPER shall comply with all rules and regulations of the CITY Electric Utility. The timing and schedule of the electrical work for the Project shall be agreed upon by the DEVELOPER and CITY Electric Utility and shall take in consideration the overall construction schedule for the project.

CITY Electric facilities cannot be installed until DEVELOPER provides notification that all lot corners and easements are staked and the grade is plus or minus 4 inches of the final grade. If the grade changes more than 4 inches after CITY Electric facilities have been installed, these facilities will be relocated at the expense of the DEVELOPER.

2. Street Lamps. The CITY Electric Utility shall design the street lighting system and install all public street lamps planned for the SUBJECT LANDS. DEVELOPER will pay for the cost of facilities and installation. Requirements for street lamps shall be established by the CITY Electric Utility pursuant to §18.05(5m) of the Municipal Code.
3. Other Utilities. DEVELOPER shall be responsible for and cause telephone, cable, natural gas and any other utility facilities required by CITY or DEVELOPER to be installed in such manner as to make proper and adequate service available to the SUBJECT LANDS. None of such services shall be located on overhead poles. Plans indicating the proposed location of all such utilities to service the SUBJECT LANDS shall be approved by the CITY Electric Utility staff.

G. PERMITS:

Provide and submit to the CITY valid copies of any and all governmental agency permits.

H. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the CITY Director of Public Works.

I. PARK AND PUBLIC SITE DEDICATION FEES:

To pay as provided in the CITY Ordinances, a fee per lot developed in lieu of dedication of lands for park and public sites.

J. APPLICABLE FEES:

Currently per CITY Ordinances each lot will be responsible at time of issuance of a building permit to pay impact and other fees. DEVELOPER agrees to notify all prospective purchasers of lots within the subdivision of the fees applicable at the time a building permit is applied for

and that the fees may increase annually hereafter. The fees in place at the time of this agreement are shown on Exhibit B.

K. DIGGERS HOTLINE:

Developer shall become a member of Diggers Hotline and provide evidence of such membership to the CITY Clerk before commencement of any land disturbing activities on the Subject Lands. Developer shall maintain said membership until all subsurface Improvements required under Section I have been finally accepted by the CITY as provided in Section III. Until the record drawings have been filed with the CITY Engineer, the CITY shall not be responsible for responding to requests for utility and other underground locates (Digger's Hotline). All requests for utility and other underground locates shall be referred to the DEVELOPER. This does not apply to electric utility underground locates which shall be done by the CITY Electric Utility.

L. PREVAILING WAGE RATES AND HOURS OF LABOR:

If any aspect of the development involves a project of public works that is regulated by Wisconsin Statutes Section 66.0903 or 66.0904 then: (1) The Developer shall pay wage rates not less than the prevailing hourly wage rate as described and regulated pursuant to such statutes and related laws; and (2) The Developer shall comply with the prevailing hours of labor as described and regulated pursuant to such statutes and related laws; and (3) The Developer shall fully comply with the reporting obligations, and all other requirements of such laws; and (4) The Developer shall ensure that the Developer's subcontractors also fully comply with such laws. The Developer's General Indemnity obligation of this Agreement shall apply to any claim that alleges that work contemplated by this Agreement is being done, or has been done, in violation of prevailing wage rates, prevailing hours of labor, or Wisconsin Statutes Section 66.0903 or 66.0904, for any work arising out of this agreement.

M. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

N. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and accepted by the CITY. The CITY shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the CITY. If said debris is not cleaned up after notification, the CITY will do so at the DEVELOPER'S and/or subject property owner's expense.

O. DUTY TO CLEAN ROADWAYS:

The DEVELOPER shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The DEVELOPER shall clean the roadways within forty-eight (48) hours after receiving a notice from the CITY. If said mud,

dirt and stone is not cleaned up after notification, the CITY will do so at the DEVELOPER's expense. The CITY will do its best to enforce existing ordinances that require builders to clean up their mud from construction.

P. PUBLIC CONSTRUCTION PROJECTS:

If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond.

Q. ZONING CODE:

The DEVELOPER acknowledges that the lands to be developed are subject to the CITY Zoning Code.

SECTION XVI. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the CITY promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the CITY in connection with this development or relative to the construction, installation, dedication and acceptance of the development improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. CITY employee costs shall be based on an annual rate determination by the CITY. Any costs for outside consultants shall be charged at the rate the consultant charges the CITY. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the CITY pursuant to this agreement, or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats.

SECTION XVII. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the CITY, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties. The DEVELOPER shall also name as additional insureds on its general liability insurance the CITY, its officers, agents, employees and any independent contractors hired by the CITY to perform services as to this development and give the CITY evidence of the same upon request by the CITY.

SECTION XVIII. OVERSIZING:

A. DEVELOPER shall assume the cost of installing all mains, laterals to the lot lines and system appurtenances within the proposed SUBJECT LANDS except for the added cost of materials for installing sanitary and water mains larger than 8 inches in diameter in residential development areas. DEVELOPER shall bear the expense of oversizing, the cost thereof to be borne by the owner or developer of other areas, the development of which made such oversizing necessary. CITY shall act as collecting agent and arbitrator, charging the subsequent developer and reimbursing the developer paying the expense of oversizing at such time as the subsequent development occurs. Any oversizing required for capacity to serve the SUBJECT LANDS or for fire flows is the responsibility of the DEVELOPER.

B. The CITY agrees to allow the DEVELOPER to connect to the CITY's municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein has been dedicated to and accepted by the CITY.

SECTION XIX. INSURANCE:

The DEVELOPER, its contractors, suppliers and any other individual working on the SUBJECT LANDS in the performance of this agreement shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the CITY.

SECTION XX. EXCULPATION OF CITY CORPORATE AUTHORITIES:

The parties mutually agree that the CITY Mayor of the CITY Common Council, and/or the CITY Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XXI. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the CITY Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XXII. ZONING:

The CITY does not guarantee or warrant that the SUBJECT LANDS will not at some later date be rezoned, nor does the CITY herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

SECTION XXIII. COMPLIANCE WITH CODES AND STATUTES:

The DEVELOPER shall comply with all current and future applicable codes of the CITY, State and Federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the CITY, County, State or federal government.

SECTION XXIV. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a conditional preliminary plat approval and a conditional final plat approval by the CITY. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional preliminary plat approval for the SUBJECT LANDS is attached hereto and incorporated herein as EXHIBIT C. If there is a conflict between the conditions as forth in said conditional approvals and the Developer's Agreement, the more restrictive shall apply.

SECTION XXV. AGREEMENT FOR BENEFIT OF PURCHASERS:

The DEVELOPER agrees that in addition to the CITY'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of any lot or any interest in any lot or parcel of land in the SUBJECT LANDS.

SECTION XXVI. ASSIGNMENT:

CITY OF OCONOMOWOC
WAUKESHA COUNTY, WISCONSIN

Robert P. Magnus, Mayor

Diane Coenen, City Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 20____, the above-named Robert P. Magnus, CITY Mayor, and Diane Coenen, CITY Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such CITY Mayor and CITY Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the CITY COMMON COUNCIL from their meeting on the _____ day of _____, 20____.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

DRAFTED AND APPROVED AS TO FORM:
H. Stanley Riffle, CITY Attorney

EXHIBIT A
Legal Description and Map

LOT 2 OF CERTIFIED SURVEY MAP NO. 11253 BEING A PART OF THE SOUTHEAST
1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, T.8N., R.17E.,
CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN.

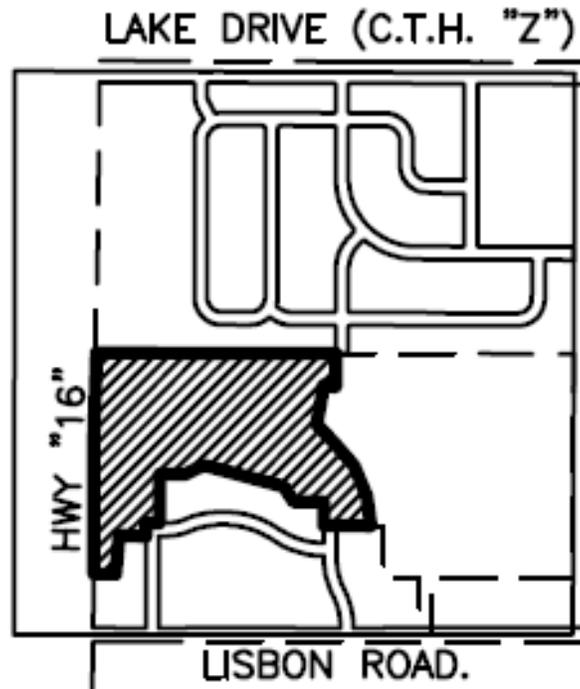


EXHIBIT B

Applicable Fees at Time of Agreement

The fees listed below are per each residential unit within the subdivision.

Sewer Availability Charge	\$3,930.00
North Sanitary Sewer Interceptor Impact Fee	\$2,110.00
Highway and other Transportation Facilities Impact Fee	\$382.00
Law Enforcement Facilities Impact Fee	\$418.00
Park and Recreational Facilities Impact Fee	\$2,831.00
Assessment Fee for New Construction	\$50.00



PROCLAMATION

WHEREAS, suicide takes the lives of more than 130 people every day in the United States and touches all ages, genders, races and nationalities in every community; and

WHEREAS, the week of September 6th is recognized nationally as Suicide Prevention Week, and the City of Oconomowoc recognizes this prevention and awareness effort along with its citizens, public and private institutions, businesses and schools in the community; and

WHEREAS, National, State and local organizations including but not limited to Bank Five Nine, Rogers Memorial Hospital, ProHealth Care-Oconomowoc Memorial Hospital, WisHope Recovery, S.O.F.A, Gals Institute, Oconomowoc Police Department, Western Lakes Fire District, Veterans of Foreign Wars and American Legion Post 91 are all local institutions that support aspects of suicide prevention in our area; and

WHEREAS, effective methods for reducing the stigma and isolation associated with suicide/ mental illness are accomplished by building awareness and understanding of mental illness, increasing access to treatment and ensuring families who are struggling know that they are not alone in their journeys; and

WHEREAS, during the week of September 6th – 13th, 2020, various programs and events organized and coordinated by the Oconomowoc community and surrounding area, residents and organizations, have been designed to provide resources, support and awareness at various locations throughout the City to benefit those who need to know they are not alone.

NOW, THEREFORE, I, Robert P. Magnus, Mayor of the City of Oconomowoc, do hereby proclaim the week of September 6th, 2020 as

“SUICIDE PREVENTION WEEK”

to recognize those individuals that struggle with mental health/suicide and those organizations and individuals who are dedicated to raising awareness and treating mental health issues to prevent the further loss of life.

Dated this 1st day of September 2020.

Robert P. Magnus, Mayor
City of Oconomowoc