VILLAGE OF MCFARLAND **Village Board** *NOTICE OF PUBLIC MEETING*

Tuesday, January 10, 2023 **7:00 PM** **McFarland Municipal Center**
Community Room

AGENDA

You are invited to this meeting through a Zoom webinar. The public may attend in-person or remotely through the webinar or telephone options listed below.
PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:
https://us02web.zoom.us/j/85239861910

Or by Telephone: +1 (312) 626-6799
Webinar ID: 852 3986 1910
Press *9 to raise/lower hand. Press *6 to mute/unmute.

1. CALL TO ORDER.

2. ROLL CALL.

3. PUBLIC ANNOUNCEMENTS, COMMUNICATIONS, AND PROCLAMATIONS.

4. CONSENT AGENDA.
   a. All items listed under the Consent Agenda will be approved in one motion unless a Board member requests that the item be removed for individual discussion and action. Any item(s) removed for individual consideration shall be considered in the same order in which they were originally listed on the agenda under Business.

      1) Motion to approve the minutes of the December 13, 2022 meeting.

      2) Motion to approve checks in the amount of $2,743,985.48.

      3) Motion to approve appointing Andrea Anderson to serve as an Election Inspector for the 2022-2023 term.

      4) Motion to approve the design of Lift Station #2 and authorize the Village Engineer to bid for the project as recommended by the Public Works & Utilities Committee.

      5) Motion to reject the single bid received from Speedway Sand and Gravel Inc. for the 2023 Sidewalk Replacement project as recommended by the Public Works & Utilities Committee.

      6) Motion to approve the design as presented for water main improvements along Taylor Road an authorize the Village Engineer to bid for the project as recommended by the Public Works & Utilities Committee.

      7) Motion to approve the design, as presented, for the reconstruction of the skate park within William McFarland Park and authorize Parkitecture to bid for the project as recommended by the Parks & Recreation Committee.

      8) Motion to approve the design and a change order for full in-ground irrigation at the Community Park as recommended by the Parks & Recreation Committee..

9) Motion to approve Ordinance 2023-01: An Ordinance amending Appendix A of the Village Code of Ordinances regarding fees.

10) Motion to confirm appointment of Village Board members to boards, commissions, and committees as recommended by the Village President in the report dated January 5, 2023.

5. PUBLIC APPEARANCES.

a. This is an opportunity for members of the public to address the Village Board for items that are not on the agenda. Please remember this is a hybrid meeting conducted in person and through the Zoom online meeting platform. Meeting attendees wishing to address the Board about items not on the agenda may do so at this time. Zoom attendees should type their name and address in the Question and Answer feature within the Zoom online meeting platform at this time. Members of the public who are present in person and wish to address the Board should fill out a public comment form and turn into the meeting chairperson. When you are called upon to speak, state your name, address, and provide your comments to the Board for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to village.clerk@mcfarland.wi.us to be included as part of the meeting.

Members of the public may also speak during their selected agenda item as they designate on the public comment form or in the Question and Answer feature on Zoom.

6. BUSINESS.

a. Plan Commission (President Clow & Trustee Brassington)

1) Discussion and action on Ordinance 2022-16 an ordinance rezoning 6303 Jaeger Road, McFarland from R-1 residential to PD-I Planned Development Infill General Plan Approved. Rezoning requested by Jerry and Dawn Reiter.

2) Discussion and action regarding a Condominium Plat and request from Jaeger Estates Condominium Association, Inc Jerry and Dawn Reiter for the property located at 6303 Jaeger Road, McFarland, WI

b. Personnel Committee (Trustees Nelson, Jerke, & Wreh)

1) Discussion on creation of a Requests for Information Regarding Current or Former Employees Policy within the Personnel Policy Manual.

2) Discussion on amendment to Chapter 23, Family and Medical Leave Laws, of the Personnel Policy Manual.

3) Discussion on amendment to Chapter 24, Unpaid Leaves of Absence, of the Personnel Policy Manual.

4) Discussion on amendment to Chapter 27, Ethical Standards for Employees, of the Personnel Policy Manual.

c. Personnel Committee (Trustees Nelson, Jerke, & Wreh)
Diversity, Equity, & Inclusion Committee (Trustees Brassington & Wreh)

1) Discussion and action to avoid scheduling any board, committee, commission, and authority meetings on the provided religious holidays in 2023.

d. Discussion and action to accept a proposal in order to award a contract for managed information technology services.

7. SCHEDULE NEXT MEETING DATE.

a. January 24, 2023 - Committee of the Whole - 5:30 p.m.

b. January 24, 2023 - Village Board - 7:00 p.m.

c. February 14, 2023 - Committee of the Whole - 5:30 p.m.

d. February 14, 2023 - Village Board - 7:00 p.m.

8. ADJOURNMENT.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format should contact the McFarland Municipal Center at (608)838-3153, 5915 Milwaukee Street, McFarland, Wisconsin, or village.clerk@mcfarland.wi.us by 2:00 p.m. at least 5 business days prior to the meeting so that any necessary arrangements can be made to accommodate each request. If the meeting or request is less than 5 business days from the meeting, requests for accommodations may still be made and reasonable efforts will be made to accommodate each request.

P R O C L A M A T I O N

Designating January 9-13, 2023 as Crossing Guard Appreciation week in the Village of McFarland

WHEREAS, Wisconsin's adult school crossing guards provide an invaluable service in helping to ensure the safe passage of our youngest, most vulnerable pedestrians, children walking between home and school; and

WHEREAS, adult school crossing guards typically serve with the dedication that discounts the rigors of harsh weather, split shifts, and heavy traffic,

WHEREAS, for more than five decades, adult school crossing guards have served communities to make them more secure; and

WHEREAS, adult school crossing guards add to the effectiveness of the student safety patrol members with whom they often serve and whose activity they help direct; and

WHEREAS, adult school crossing guards help reinforce in the minds of the young people they assist the importance of traffic-hazard identification and safe street-crossing behavior;

THEREFORE, be it resolved that we, the Village Board of McFarland, do hereby proclaim that the week of January 9-13, 2023, be designated as

Adult School Crossing Guard Recognition Week,

In the Village of McFarland and we call upon all residents and citizens to take time to recognize and thank the many adult school crossing guards whose commitment makes a difference in the lives of children in the Village of McFarland.

Proclaimed at a regular meeting of the McFarland Village Board this 10th day of January 2023.

ATTEST: APPROVED:

_____ _____

Cassandra Suettinger, Village Clerk Carolyn A. Clow, Village President

VILLAGE OF MCFARLAND

Village Board Minutes

Tuesday, December 13, 2022 - 6:30 PM

1. CALL TO ORDER (6:30).

Village President Clow called the regular meeting of the McFarland Village Board to order at 6:30 p.m. in the Community Room of the McFarland Municipal Center.

2. ROLL CALL.

Village Board members present: Village Trustee Hilary Brandt, Village Trustee Stephanie Brassington, Village President Carolyn Clow, Village Trustee Michael Flaherty, Village Trustee TJ Jerke (joined at 7:00 p.m.), Village Trustee Carrie Nelson, Village Trustee Edward Wreh

Village Board members not present: None.

Staff Present: Administrator Matt Schuenke, Deputy Administrator/Clerk Cassandra Suettinger, Police Chief Aaron Chapin, Community and Economic Development Director Andrew Bremer, Public Works Director Lee Igl, Fire/EMS Director Chris Dennis, and Communications & Technology Director Stephanie Miller.

3. CLOSED SESSION.

a. *Discussion and action on entering into Closed Session in accordance with Wis. Stats. 19.85(1)(c) to consider employment, promotion, compensation, or other performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically to consider the appointment by the Village President for the position of Public Works Director.*

Motion by Village President Carolyn Clow, second by Village Trustee Michael Flaherty, to enter into Closed Session in accordance with Wis. Stats. 19.85(1)(c) to consider employment, promotion, compensation, or other performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically to consider the appointment by the Village President for the position of Public Works Director at 6:30 p.m.. Motion carries 6 - 0 - 0 on a roll call vote.

b. *Discussion and action to adjourn Closed Session into Open Session.*

Motion by Village President Carolyn Clow, second by Village Trustee Edward Wreh, to adjourn Closed Session and return into Open Session at 7:10 p.m. Motion carries 7 - 0 - 0 by acclamation.

4. RECONVENE OPEN SESSION - BEGIN REGULAR MEETING (7:00 PM)

5. PROCLAMATION

a. *Discussion and action on Resolution 2022-30: A Resolution of Commendation for James Hessling.*

Motion by Village President Carolyn Clow, second by Village Trustee Edward Wreh, to approve Resolution 2022-30: A Resolution of Commendation for James Hessling. Motion carries 7 - 0 - 0 by acclamation.

b. *Presentation of Resolution 2022-30: A Resolution of Commendation for Jim Hessling.*

President Clow presented Public works Director Jim Heslsing Resolution 2022-30: A Resolution of Commendation for Jim Hessling. She thanked him and commended him for his service to the Village.

6. PUBLIC ANNOUNCEMENTS, COMMUNICATIONS, AND PROCLAMATIONS.

a. *Results of the Post-Election Audit held on December 1, 2022*
Clerk/Treasurer Suettinger provided an overview of the results of the Post-Election Audit held on December 1, 2022.

Clerk/Treasurer Suettinger provided a reminder on circulation of nomination papers. All nomination papers are due January 3, 2023 by 5 p.m.

7. CONSENT AGENDA.

a. *All items listed under the Consent Agenda will be approved in one motion unless a Board member requests that the item be removed for individual discussion and action. Any item(s) removed for individual consideration shall be considered in the same order in which they were originally listed on the agenda under Business.*

1) *Motion to approve the minutes of the November 10, 2022 Village Board meeting.*

2) *Motion to approve the minutes of the November 22, 2022 Village Board meeting.*

3) *Motion to approve checks in the amount of $1,044,893.55.*

4) *Motion to approve a Tourist Rooming House Permit application for Shaun O'Hearn of 6131 Exchange LLC, for the property at 6131 Exchange St for the period ending June 30, 2023 as recommended by the Public Safety Committee.*

5) *Motion to approve an Event Permit application from the Madison Curling Club, with the requested variances, and a Temporary Class "B" Beer/"Class B" Wine License for the Madtown Doubledown event to be held January 6-8, 2023 with the conditions provided by the Chief of Police.*

6) *Motion to approve a lease for an Alliant structure on the Burma tower as recommended by the Public Works and Utilities Committee.*

7) *Motion to approve a proposal from Town & Country Engineering for design and construction engineering for the 2023 Burma Tower repainting as recommended by the Public Works and Utilities Committee.*
Trustee Wreh requested item 5 be removed from the consent agenda.

Motion by Village President Carolyn Clow, second by Village Trustee Hilary Brandt, to approve the consent agenda as presented for items 7a.1) - 4) and items 7a.6) - 7). Motion carries 7 - 0 - 0 by acclamation.

8. PUBLIC APPEARANCES.

a. *This is an opportunity for members of the public to address the Village Board. Please remember this is a virtual meeting conducted through the Zoom online meeting platform. Zoom meeting attendees wishing to address the Board may do so using the Question and Answer feature within the Zoom online meeting platform. You may state your name, address, and provide your comments to the Board for their consideration. Members of the public who are present in person and wish to address the Board should fill out a public comment form and turn into the meeting chairperson. Members of the public may speak during public appearances or during their selected agenda item as they designate on the public comment form. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to village.clerk@mcfarland.wi.us to be included as part of the meeting.*

None.

9. BUSINESS.

a. *Discussion and action to confirm the Public Works Director appointment made by the Village President.*

The board discussed consent agenda item 7a.5)regarding an Event Permit application from the Madison Curling Club, with the requested variances, and a Temporary Class "B" Beer/"Class B" Wine License for the Madtown Doubledown event to be held January 6-8, 2023 with the conditions provided by the Chief of Police.

Chief Chapin clarified the variance requested to allow minors to be present where alcohol is served.

Motion by President Carolyn Clow, second by Trustee Brassington, to approve an Event Permit application from the Madison Curling Club, with the requested variances, and a Temporary Class "B" Beer/"Class B" Wine License for the Madtown Doubledown event to be held January 6-8, 2023 with the conditions provided by the Chief of Police. Motion carries 7 - 0 - 0 by acclamation.

The Board then proceeded with the scheduled business items on the agenda.

Motion by Village President Carolyn Clow, second by Village Trustee Stephanie Brassington, to appoint Lee Igl as Public Works Director. Motion carries 7 - 0 - 0 by acclamation.

b. *Update on progress on the construction of the Public Safety Center.*

Jordan Schulz provided an update of the project and a breakdown of budget updates for the Public Safety Center construction project.

c. *Discussion and action regarding proposed Change Order #08 (miscellaneous items), #09 (Weather Delays), and #10 (Switchgear Delays) for the Public Safety Center.*

Motion by President Clow, second by Trustee Stephanie Brassington, to approve Change Order #08 (miscellaneous items), in the amount of $24,639. Motion carries unanimously 7 - 0 - 0.

Motion by President Clow, second by Trustee Stephanie Brassington, to approve Change Order #09 (Weather Delays), in the amount of $68,000. Motion carries 6 - 1 - 0

with Trustee Ed Wreh voting nay.

Motion by President Clow, second by Trustee Stephanie Brassington, to approve Change #10 (Switchgear Delays), in the amount of $68,000. Motion carries unanimously 7 - 0 - 0.

d. *Personnel Committee (Trustees Nelson, Jerke, & Wreh)*

1) *Discussion and action regarding the job description and classification to create the Utility Maintenance worker position within the Public Works Department.*
Motion by Village Trustee Carrie Nelson, second by Village Trustee Edward Wreh, to approve the job description and classification to create the Utility Maintenance worker position within the Public Works Department. Motion carries 7 - 0 - 0 by acclamation.

2) *Discussion on amendment of Chapter 20, Bereavement Leave, of the Personnel Policy Manual.*
The Board discussed amendment of Chapter 20, Bereavement Leave, of the Personnel Policy Manual and had no changes.

3) *Discussion on amendment of Chapter 31, Private Use of Village Property, of the Personnel Policy Manual.*
The Board discussed amendment of Chapter 31, Private Use of Village Property, of the Personnel Policy Manual and had no changes.

4) *Discussion on creation of an accommodation policy within the Personnel Policy Manual.*
The Board discussed creation of an accommodation policy within the Personnel Policy Manual and did not have any changes.

e. *Personnel Committee (Trustees Nelson, Jerke, & Wreh)*
Diversity, Equity, & Inclusion Committee (Trustees Brassington & Wreh)

1) *Discussion and recommendation on amendment of chapter 6 of the, "Recruitment and Selection," of the Personnel Policy Manual.*
The Board discussed amendment of chapter 6 of the, "Recruitment and Selection," of the Personnel Policy Manual and had no changes.

f. *Public Safety Committee (Trustees Wreh & Brassington)*

1) *Discussion and recommendation on Ordinance 2022-12: An Ordinance amending the Municipal Code concerning provisional retail alcohol beverage licenses and the approval process of alcohol license renewals.*
Motion by Village Trustee Edward Wreh, second by Village Trustee Hilary Brandt, to approve Ordinance 2022-12: An Ordinance amending the Municipal Code concerning provisional retail alcohol beverage licenses and the approval process of alcohol license renewals. Motion carries 7 - 0 - 0 by acclamation.

g. *Public Works & Utilities Committee (Trustee St. Clair & President Clow)*

1) *Discussion and action to approve the design for the 2023 Paulson Road Reconstruction Project and authorize the project for bid.*
Motion by Village Trustee Hilary Brandt, second by Village President Carolyn Clow, to

approve the design for the 2023 Paulson Road Reconstruction Project and authorize the project for bid. Motion carries 7 - 0 - 0 by acclamation.

h. *Discussion and action regarding an agreement with Dane County for the improvement of the beach within McDaniel Park.*
Motion by Village President Carolyn Clow, second by Village Trustee TJ Jerke, to approve an agreement with Dane County for the improvement of the beach within McDaniel Park. Motion carries 7 - 0 - 0 by acclamation.

i. *Discussion and action on an amendment to the accepted purchase agreement for property located at or around 3454 Siggelkow Road (Parcel 0710-354-8341-1).*
Motion by Village President Carolyn Clow, second by Village Trustee Michael Flaherty, to approve amendment to the accepted purchase agreement for property located at or around 3454 Siggelkow Road (Parcel 0710-354-8341-1) pending final approval by the Village Attorney. Motion carries 7 - 0 - 0 by acclamation.

j. *Discussion and action regarding the issuance of a Relocation Order in accordance with the right of way plat for the 2024 Exchange Street Project from Sleepy Hollow Road to Farwell Street.*
Motion by Village President Carolyn Clow, second by Village Trustee Hilary Brandt, to approve the issuance of a Relocation Order in accordance with the right of way plat for the 2024 Exchange Street Project from Sleepy Hollow Road to Farwell Street and authorize the Village Administrator to sign the agreements. Motion carries 7 - 0 - 0 by acclamation.

k. *Discussion and action regarding a draft Request for Proposals to develop a Communications and Engagement Plan.*
Motion by Village President Carolyn Clow, second by Village Trustee Stephanie Brassington, to approve a draft Request for Proposals to develop a Communications and Engagement Plan. Motion carries 7 - 0 - 0 by acclamation.

10. SCHEDULE NEXT MEETING DATE.

a. *January 10, 2023 - Committee of the Whole - 5:30 p.m.*

b. *January 10, 2023 - Village Board Meeting - 7:00 p.m.*

c. *January 24, 2023 - Committee of the Whole - 5:30 p.m.*

d. *January 24, 2023 - Village Board - 7:00 p.m.*

11. ADJOURNMENT.
Motion by Village Trustee Stephanie Brassington, second by Village Trustee Michael Flaherty, to adjourn at 9:40 p.m.

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin boards in accordance with Open Meetings Law.

Respectfully submitted,
Cassandra Suettinger
Deputy Administrator/Clerk

VILLAGE OF MCFARLAND

Check Register

Check Issue Dates: 12/10/2022 - 01/06/2023

Jan 05, 2023 3:21PM

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
12/09/2022	PC	12/15/2022	[redacted]	DUARTE, DAYANE	709	48.48
12/09/2022	PC	12/15/2022	[redacted]	BRUCH, MATTHEW	711	32.32
12/17/2022	CDPT	12/23/2022	[redacted]	FIRE FIGHTERS LOCAL 31	8	148.43
12/17/2022	CDPT	12/23/2022	[redacted]	WPPA TREASURER	6	42.50
12/31/2022	CDPT	01/06/2023	[redacted]	FIRE FIGHTERS LOCAL 31	8	186.65
12/31/2022	CDPT	01/06/2023	[redacted]	WPPA TREASURER	6	604.00

PAYROLL RELATED $1,062.38

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
10	ARAMARK	6140086979	MAT RENTAL	1	12/09/2022	52.33	.00	52.33	12/22/2022
		6140091909	MAT RENTAL	1	12/16/2022	52.33	.00	52.33	12/22/2022
		6140095927	MAT RENTAL	1	12/23/2022	52.33	.00	52.33	12/30/2022
		6140099706	MAT RENTAL	1	12/30/2022	52.33	.00	52.33	01/05/2023
Total 10:						209.32	.00	209.32	
11	ACTION COMPUTER FOR	030945	4000 LASER CHECKS	1	12/20/2022	18.74	.00	18.74	12/30/2022
		030945	4000 LASER CHECKS	2	12/20/2022	32.79	.00	32.79	12/30/2022
		030945	4000 LASER CHECKS	3	12/20/2022	28.10	.00	28.10	12/30/2022
		030945	4000 LASER CHECKS	4	12/20/2022	28.10	.00	28.10	12/30/2022
		030945	4000 LASER CHECKS	5	12/20/2022	154.59	.00	154.59	12/30/2022
		030945	4000 LASER CHECKS	6	12/20/2022	79.64	.00	79.64	12/30/2022
		030945	4000 LASER CHECKS	7	12/20/2022	46.85	.00	46.85	12/30/2022
		030945	4000 LASER CHECKS	8	12/20/2022	79.64	.00	79.64	12/30/2022
Total 11:						468.45	.00	468.45	
30	ALLIANT ENERGY/WP&L	121422	MUNICIPAL CENTER	1	12/14/2022	3,497.84	.00	3,497.84	12/22/2022
		121422	PW FACILITY	2	12/14/2022	1,012.09	.00	1,012.09	12/22/2022
		121422	LIBRARY	3	12/14/2022	3,355.65	.00	3,355.65	12/22/2022
		121422	WELL #4	4	12/14/2022	1,693.34	.00	1,693.34	12/22/2022
		121422	SOCCER BUILDING	5	12/14/2022	133.71	.00	133.71	12/22/2022
		121422	2860 HIDDEN FARM FLO	6	12/14/2022	29.72	.00	29.72	12/22/2022
		121622	SIRENS	1	12/16/2022	26.70	.00	26.70	12/30/2022
		121622	WATER TOWER - BURMA	2	12/16/2022	64.97	.00	64.97	12/30/2022
		121622	WATER TOWER - HOLSC	3	12/16/2022	18.78	.00	18.78	12/30/2022
		121622	4901 TERMINAL DR	4	12/16/2022	67.36	.00	67.36	12/30/2022
		121622	LEWIS PARK	5	12/16/2022	276.89	.00	276.89	12/30/2022
		121622	BRANDT PARK	6	12/16/2022	42.24	.00	42.24	12/30/2022
		121622	WELL #3	7	12/16/2022	1,358.78	.00	1,358.78	12/30/2022
		121622	WELL #3	8	12/16/2022	121.11	.00	121.11	12/30/2022
		121622	WELL #4	9	12/16/2022	63.72	.00	63.72	12/30/2022
		121622	LIFT #1	10	12/16/2022	142.54	.00	142.54	12/30/2022
		121622	LIFT #2	11	12/16/2022	138.97	.00	138.97	12/30/2022
		121622	DOG PARK	12	12/16/2022	1,183.46	.00	1,183.46	12/30/2022
		121622	LIFT #3	13	12/16/2022	57.87	.00	57.87	12/30/2022
		121622	FLOWER CORNER	14	12/16/2022	39.56	.00	39.56	12/30/2022
		121622	TRAFFIC FLASHERS - CR	15	12/16/2022	17.08	.00	17.08	12/30/2022
		121622	GAZEBO	16	12/16/2022	142.88	.00	142.88	12/30/2022
		121622	CEDAR GLADE AERATOR	17	12/16/2022	14.73	.00	14.73	12/30/2022
		121622	STREET LIGHTING (2)	18	12/16/2022	386.83	.00	386.83	12/30/2022
		121622	TRAFFIC FLASHERS - BA	19	12/16/2022	18.23	.00	18.23	12/30/2022
		121622	TRAFFIC FLASHERS - FA	20	12/16/2022	17.46	.00	17.46	12/30/2022
		121622	TRAFFIC FLASHERS - FA	21	12/16/2022	16.95	.00	16.95	12/30/2022
		121622	WELL #1	22	12/16/2022	95.61	.00	95.61	12/30/2022
		121622	WELL #1	23	12/16/2022	505.29	.00	505.29	12/30/2022
		121622	LIFT #5	24	12/16/2022	242.16	.00	242.16	12/30/2022
		121622	MCDANIEL PARK	25	12/16/2022	70.28	.00	70.28	12/30/2022
		122822-1124	STREET LIGHTING (1)	1	12/28/2022	8,943.97	.00	8,943.97	01/05/2023
		6922801707-	PSC ELECTRICITY	1	12/19/2022	7,188.52	.00	7,188.52	12/30/2022
Total 30:						30,985.29	.00	30,985.29	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
49	APWA REGISTRATION	126555-1202	APWA MEMBERSHIP	1	12/02/2022	226.60	.00	226.60	01/05/2023
		126555-1202	APWA MEMBERSHIP	2	12/02/2022	61.80	.00	61.80	01/05/2023
		126555-1202	APWA MEMBERSHIP	3	12/02/2022	61.80	.00	61.80	01/05/2023
		126555-1202	APWA MEMBERSHIP	4	12/02/2022	61.80	.00	61.80	01/05/2023
Total 49:						412.00	.00	412.00	
68	BADGER WELDING SUPP	3745505	BADGER WELDING - OXY	1	12/30/2022	57.63	.00	57.63	01/05/2023
		DM13064	BADGER WELDING LEAS	1	12/14/2022	85.56	.00	85.56	12/22/2022
Total 68:						143.19	.00	143.19	
78	BATTERIES PLUS LLC	P58351109	VEHICLE MAINTENANCE	1	12/26/2022	329.25	.00	329.25	01/05/2023
Total 78:						329.25	.00	329.25	
79	BAYCOM INC	EQUIPINV_0	BAYCOM PAGERS	1	12/31/2022	3,680.00	.00	3,680.00	01/05/2023
Total 79:						3,680.00	.00	3,680.00	
115	BRANDT, BRETT	BB121622	PLOW MEALS	1	12/16/2022	20.00	.00	20.00	01/05/2023
Total 115:						20.00	.00	20.00	
157	CHAMPIONSHIP AWARD	68534	PLAQUE W/LOGO	1	12/16/2022	70.72	.00	70.72	12/22/2022
Total 157:						70.72	.00	70.72	
158	CHARTER COMMUNICATI	00032611201	CHARTER CABLE	1	12/01/2022	110.41	.00	110.41	12/16/2022
		5669769121	PSC INTERNET & VOICE	1	12/16/2022	122.97	.00	122.97	12/30/2022
Total 158:						233.38	.00	233.38	
161	CHASE LUMBER AND FU	0003/200264	PARK SUPPLIES HOCKE	1	12/13/2022	73.12	.00	73.12	12/22/2022
Total 161:						73.12	.00	73.12	
172	CITY OF MADISON TREA	41604	COMMUNICATION CHAR	1	12/07/2022	219.24	.00	219.24	12/22/2022
Total 172:						219.24	.00	219.24	
175	CIVIC SYSTEMS LLC	CVC22810	SEMI-ANNUAL SUPPORT	1	12/21/2022	3,923.75	.00	3,923.75	01/05/2023
		CVC22810	SEMI-ANNUAL SUPPORT	2	12/21/2022	273.75	.00	273.75	01/05/2023
		CVC22810	SEMI-ANNUAL SUPPORT	3	12/21/2022	273.75	.00	273.75	01/05/2023
		CVC22810	SEMI-ANNUAL SUPPORT	4	12/21/2022	273.75	.00	273.75	01/05/2023
		CVC22810	SEMI-ANNUAL SUPPORT	5	12/21/2022	273.75	.00	273.75	01/05/2023
		CVC22810	SEMI-ANNUAL SUPPORT	6	12/21/2022	1,368.75	.00	1,368.75	01/05/2023
		CVC22810	SEMI-ANNUAL SUPPORT	7	12/21/2022	1,368.75	.00	1,368.75	01/05/2023
		CVC22810	SEMI-ANNUAL SUPPORT	8	12/21/2022	1,368.75	.00	1,368.75	01/05/2023
Total 175:						9,125.00	.00	9,125.00	
194	CONCENTRA	103689972	PRE-EMPLOYMENT SCR	1	12/14/2022	267.00	.00	267.00	12/22/2022
Total 194:						267.00	.00	267.00	
212	CREATIVE SIGNS	12142022	VEHICLE DECALS TRK #3	1	12/14/2022	195.00	.00	195.00	12/22/2022

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 212:						195.00	.00	195.00	
229	DANE CO CLERK	CLERK 2022	ELECTION SUPPLIES	1	12/16/2022	180.00	.00	180.00	12/22/2022
Total 229:						180.00	.00	180.00	
235	DANE CO EMS ASSOCIA	121022	2023 DANE COUNTY EMS	1	12/10/2022	150.00	.00	150.00	01/05/2023
Total 235:						150.00	.00	150.00	
247	DANE CO TREASURER	120122	DECEMBER DOG SETTL	1	12/01/2022	302.50	.00	302.50	12/14/2022
		154-120122	JAIL & SURCHARGES - N	1	12/01/2022	1,399.11	.00	1,399.11	12/16/2022
Total 247:						1,701.61	.00	1,701.61	
341	ENVIRONMENT CONTRO	25337-613	JANITORIAL SERVICES	1	01/01/2023	2,699.00	.00	2,699.00	01/05/2023
		25418-613	MC CLEANING	1	01/01/2023	2,079.00	.00	2,079.00	01/05/2023
		25646-613	PUBLIC WORKS CLEANI	1	01/01/2023	138.00	.00	138.00	01/05/2023
		25646-613	PUBLIC WORKS CLEANI	2	01/01/2023	138.00	.00	138.00	01/05/2023
		25646-613	PUBLIC WORKS CLEANI	3	01/01/2023	138.00	.00	138.00	01/05/2023
		25646-613	PUBLIC WORKS CLEANI	4	01/01/2023	506.00	.00	506.00	01/05/2023
Total 341:						5,698.00	.00	5,698.00	
345	JFTCO, INC	RIMR000205	BACKHOE RENTAL	1	12/18/2022	582.23	.00	582.23	12/30/2022
		RIMR000205	BACKHOE RENTAL	2	12/18/2022	582.23	.00	582.23	12/30/2022
		RIMR000205	BACKHOE RENTAL	3	12/18/2022	582.23	.00	582.23	12/30/2022
		RIMR000205	BACKHOE RENTAL	4	12/18/2022	2,134.81	.00	2,134.81	12/30/2022
Total 345:						3,881.50	.00	3,881.50	
361	FIRST SUPPLY LLC MADI	13487771-00	WATER SERVICE REPAIR	1	12/16/2022	25.97	.00	25.97	12/30/2022
		13494801-00	WATER MAIN REPAIR PA	1	12/07/2022	156.00	.00	156.00	12/22/2022
Total 361:						181.97	.00	181.97	
395	GENERAL COMMUNICATI	314599	PSC STATION ALERTING	1	12/28/2022	35,668.67	.00	35,668.67	12/30/2022
		314779	NEW COMMAND CAR UP	1	01/03/2023	22,821.91	.00	22,821.91	01/05/2023
Total 395:						58,490.58	.00	58,490.58	
408	GRAINGER INC	9549335207	HANDS FREE LIGHT	1	12/19/2022	106.04	.00	106.04	12/30/2022
		9552082019	PLOW TRUCK REPAIR	1	12/21/2022	108.61	.00	108.61	12/30/2022
		9552082019	PLOW TRUCK REPAIR	2	12/21/2022	29.62	.00	29.62	12/30/2022
		9552082019	PLOW TRUCK REPAIR	3	12/21/2022	29.62	.00	29.62	12/30/2022
		9552082019	PLOW TRUCK REPAIR	4	12/21/2022	29.62	.00	29.62	12/30/2022
		9555601625	GRAINGER WATER HOS	1	12/27/2022	265.02	.00	265.02	12/30/2022
		9557647683	GRAINGER COMPARTME	1	12/29/2022	37.96	.00	37.96	01/05/2023
Total 408:						606.49	.00	606.49	
439	HJ PERTZBORN	76567	LIBRARY SPRINKLER TE	1	10/17/2022	370.00	.00	370.00	12/30/2022
Total 439:						370.00	.00	370.00	
454	IAFC MEMBERSHIP	01012023	IAFC DUES	1	01/04/2023	270.00	.00	270.00	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 454:						270.00	.00	270.00	
476	JEFFERSON FIRE & SAF	IN147498	SENSIT REPAIR	1	12/20/2022	631.92	.00	631.92	12/30/2022
Total 476:						631.92	.00	631.92	
492	KAYSER AUTOMOTIVE G	170141P	M4 REPAIR	1	12/21/2022	124.81	.00	124.81	12/30/2022
Total 492:						124.81	.00	124.81	
540	LEAGUE WI MUNICIPALIT	11182022	STANDARD DUES	1	11/18/2022	4,348.26	.00	4,348.26	01/05/2023
Total 540:						4,348.26	.00	4,348.26	
548	LIBRARY PETTY CASH	110322	MISCELLANEOUS SUPPL	1	11/03/2022	26.50	.00	26.50	12/30/2022
		110322	LIBRARY POSTAGE	2	11/03/2022	14.08	.00	14.08	12/30/2022
		110322	PROGRAM PRIZES	3	11/03/2022	12.05	.00	12.05	12/30/2022
Total 548:						52.63	.00	52.63	
556	LIQUI SYSTEMS INC	22034	CHEMICAL PUMPS	1	12/22/2022	766.00	.00	766.00	01/05/2023
Total 556:						766.00	.00	766.00	
560	L-R METER TEST & REPA	4947	LARGE WATER TESTING	1	12/19/2022	918.75	.00	918.75	01/05/2023
Total 560:						918.75	.00	918.75	
575	MADISON MET SEWERA	RC00000408	ADAPTIVE MGMT	1	12/01/2022	7,385.00	.00	7,385.00	01/05/2023
Total 575:						7,385.00	.00	7,385.00	
581	MADISON TRUCK EQUIP	12-101411	VEHICLE MAINTENANCE	1	12/13/2022	191.90	.00	191.90	12/22/2022
		12-101411	VEHICLE MAINTENANCE	2	12/13/2022	52.33	.00	52.33	12/22/2022
		12-101411	VEHICLE MAINTENANCE	3	12/13/2022	52.33	.00	52.33	12/22/2022
		12-101411	VEHICLE MAINTENANCE	4	12/13/2022	52.33	.00	52.33	12/22/2022
		12-101429	TRUCK PARTS--TRUCK 2	1	12/14/2022	84.66	.00	84.66	12/30/2022
		12-101429	TRUCK PARTS--TRUCK 2	2	12/14/2022	84.66	.00	84.66	12/30/2022
		12-101429	TRUCK PARTS--TRUCK 2	3	12/14/2022	84.66	.00	84.66	12/30/2022
		12-101429	TRUCK PARTS--TRUCK 2	4	12/14/2022	310.39	.00	310.39	12/30/2022
		12-101487	TRUCK PARTS TRUCK 7	1	12/16/2022	11.54	.00	11.54	12/30/2022
		12-101487	TRUCK PARTS TRUCK 7	2	12/16/2022	11.54	.00	11.54	12/30/2022
		12-101487	TRUCK PARTS TRUCK 7	3	12/16/2022	11.54	.00	11.54	12/30/2022
		12-101487	TRUCK PARTS TRUCK 7	4	12/16/2022	42.33	.00	42.33	12/30/2022
		12-101740	TRUCK PARTS--TRUCK 2	1	12/31/2022	606.65	.00	606.65	01/05/2023
		12-101740	TRUCK PARTS--TRUCK 2	2	12/31/2022	165.45	.00	165.45	01/05/2023
		12-101740	TRUCK PARTS--TRUCK 2	3	12/31/2022	165.45	.00	165.45	01/05/2023
		12-101740	TRUCK PARTS--TRUCK 2	4	12/31/2022	165.45	.00	165.45	01/05/2023
Total 581:						2,093.21	.00	2,093.21	
634	MENARDS - MONONA	41177	PARK SUPPLIES RETUR	1	12/06/2022	20.97-	.00	20.97-	12/22/2022
		41253	TRUCK #32 SALTER	1	12/08/2022	11.12	.00	11.12	12/30/2022
		41253	TRUCK #32 SALTER	2	12/08/2022	3.03	.00	3.03	12/30/2022
		41253	TRUCK #32 SALTER	3	12/08/2022	3.03	.00	3.03	12/30/2022
		41253	TRUCK #32 SALTER	4	12/08/2022	3.03	.00	3.03	12/30/2022

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		41264	SWEEPER WINTERIZE	1	12/08/2022	19.74	.00	19.74	12/30/2022
		41292	PW SUPPLIES	1	12/09/2022	7.45	.00	7.45	12/30/2022
		41292	PW SUPPLIES	2	12/09/2022	7.45	.00	7.45	12/30/2022
		41292	PW SUPPLIES	3	12/09/2022	7.45	.00	7.45	12/30/2022
		41292	PW SUPPLIES	4	12/09/2022	27.33	.00	27.33	12/30/2022
		41314	PARK SUPPLIES	1	12/09/2022	78.38	.00	78.38	12/22/2022
		41718	PARKS EQUIPMENT	1	12/18/2022	99.97	.00	99.97	12/30/2022
		41855	PW SUPPLIES MAILBOXE	1	12/21/2022	24.27	.00	24.27	01/05/2023
		41855	PW SUPPLIES MAILBOXE	2	12/21/2022	24.27	.00	24.27	01/05/2023
		41855	PW SUPPLIES MAILBOXE	3	12/21/2022	24.27	.00	24.27	01/05/2023
		41855	PW SUPPLIES MAILBOXE	4	12/21/2022	89.00	.00	89.00	01/05/2023
		41867	PARKS SUPPLIES FOR W	1	12/21/2022	31.92	.00	31.92	01/05/2023
		41919	VEHICLE MAINTENANCE	1	12/22/2022	45.28	.00	45.28	01/05/2023
		41919	VEHICLE MAINTENANCE	2	12/22/2022	12.35	.00	12.35	01/05/2023
		41919	VEHICLE MAINTENANCE	3	12/22/2022	12.35	.00	12.35	01/05/2023
		41919	VEHICLE MAINTENANCE	4	12/22/2022	12.35	.00	12.35	01/05/2023
		42076	PW SUPPLIES MAILBOX	1	12/27/2022	27.99	.00	27.99	01/05/2023
		42076	PW SUPPLIES MAILBOX	2	12/27/2022	7.63	.00	7.63	01/05/2023
		42076	PW SUPPLIES MAILBOX	3	12/27/2022	7.63	.00	7.63	01/05/2023
		42076	PW SUPPLIES MAILBOX	4	12/27/2022	7.63	.00	7.63	01/05/2023
Total 634:						573.95	.00	573.95	
660	MILLER, JOHN	JM110722	UNIFORM ALLOWANCE -	1	11/07/2022	69.99	.00	69.99	12/22/2022
Total 660:						69.99	.00	69.99	
756	POMP'S TIRE SERVICE I	80279127	LOADER TIRE REPAIR	1	12/08/2022	80.15	.00	80.15	12/22/2022
		80279127	LOADER TIRE REPAIR	2	12/08/2022	80.16	.00	80.16	12/22/2022
		80279127	LOADER TIRE REPAIR	3	12/08/2022	80.16	.00	80.16	12/22/2022
		80279127	LOADER TIRE REPAIR	4	12/08/2022	293.90	.00	293.90	12/22/2022
Total 756:						534.37	.00	534.37	
764	PREMIER PAINT & WALLP	71791	PAINT FOR HOCKEY BOA	1	12/13/2022	121.55	.00	121.55	12/22/2022
Total 764:						121.55	.00	121.55	
765	LEGAL SHIELD	108629-1215	LEGAL SHIELD	1	12/15/2022	176.45	.00	176.45	12/16/2022
Total 765:						176.45	.00	176.45	
796	REGISTRATION FEE TRU	122122	LICENSE PLATE RENEW	1	12/21/2022	19.80	.00	19.80	12/30/2022
		122122	LICENSE PLATE RENEW	2	12/21/2022	5.40	.00	5.40	12/30/2022
		122122	LICENSE PLATE RENEW	3	12/21/2022	5.40	.00	5.40	12/30/2022
		122122	LICENSE PLATE RENEW	4	12/21/2022	5.40	.00	5.40	12/30/2022
Total 796:						36.00	.00	36.00	
800	RELIANT FIRE APPARAT	WI001646	FD VEHICLE MAINT	1	12/19/2022	1,944.76	.00	1,944.76	12/30/2022
Total 800:						1,944.76	.00	1,944.76	
802	RENNERT'S FIRE EQUIP	45778	SWITCH W RELAY	1	10/20/2022	43.15-	.00	43.15-	12/30/2022
		INV-38	E1 REPAIRS	1	12/22/2022	485.22	.00	485.22	12/30/2022

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Total 802:						442.07	.00	442.07	
824	SAFE COMMUNITIES	1077	MED DROP BOX	1	08/01/2022	1,000.00	.00	1,000.00	12/22/2022
Total 824:						1,000.00	.00	1,000.00	
836	SCHILLING SUPPLY COM	899659-00	OPERATING SUPPLIES	1	12/15/2022	830.50	.00	830.50	12/30/2022
Total 836:						830.50	.00	830.50	
879	SOUTH CENTRAL LIBRA	22-850	RECEIPT PRINTER	1	12/08/2022	349.51	.00	349.51	12/22/2022
		22-862	LIBRARY PCS	1	12/08/2022	1,463.96	.00	1,463.96	12/22/2022
		22-864	CABLING FOR LOCKERS	1	12/08/2022	622.10	.00	622.10	12/22/2022
		22-879	NETWORK LICENSE	1	12/29/2022	1,063.30	.00	1,063.30	01/05/2023
Total 879:						3,498.87	.00	3,498.87	
958	TOWN & COUNTRY ENGI	24700	JUNIPER RIDGE ESCRO	1	12/08/2022	227.25	.00	227.25	12/22/2022
		24701	VERIDIAN/UTTERBACK R	1	12/08/2022	1,577.50	.00	1,577.50	12/22/2022
		24702	2022 STREET & UTILITY I	1	12/08/2022	4,972.65	.00	4,972.65	12/22/2022
		24703	2022 PUBLIC FACILITIES	1	12/08/2022	675.00	.00	675.00	12/22/2022
		24704	EXCHANGE ST FINAL EN	1	12/08/2022	5,031.25	.00	5,031.25	12/22/2022
		24705	MC 197 PAULSON RD ST	1	12/08/2022	5,807.75	.00	5,807.75	12/22/2022
		24706	MC 198 LIFT STATION #2	1	12/08/2022	3,044.00	.00	3,044.00	12/22/2022
		24707	2022 STORMWATER SUP	1	12/08/2022	2,270.00	.00	2,270.00	12/22/2022
		24708	2023 WATER MAIN IMPR	1	12/08/2022	2,791.25	.00	2,791.25	12/22/2022
		24709	2022 GIS SUPPORT	1	12/08/2022	592.50	.00	592.50	12/22/2022
Total 958:						26,989.15	.00	26,989.15	
961	TOWN OF DUNN	01012023	ANNEXATION PAYMENT	1	01/01/2023	1,533.88	.00	1,533.88	01/05/2023
Total 961:						1,533.88	.00	1,533.88	
1015	VILLAGE OF MCFARLAN	113022	VOM 5541 HOLSCHER R	1	11/30/2022	77.35	.00	77.35	Multiple
		113022	FLOWER CORNER	2	11/30/2022	44.63	.00	44.63	Multiple
		113022	LEWIS PARK	3	11/30/2022	214.94	.00	214.94	Multiple
		113022	MCDANIEL PARK	4	11/30/2022	306.75	.00	306.75	Multiple
		113022	MCDANIEL PARK - BUBB	5	11/30/2022	49.00	.00	49.00	Multiple
		113022	GAZEBO	6	11/30/2022	45.66	.00	45.66	Multiple
		113022	3234 CTY HWY B	7	11/30/2022	129.02	.00	129.02	Multiple
		113022	DOG PARK 6300 ELVEHJ	8	11/30/2022	179.83	.00	179.83	Multiple
		113022	LEWIS PARK ICE RINK	9	11/30/2022	26.00	.00	26.00	Multiple
		113022	6623 MEREDITH WAY	10	11/30/2022	14.83	.00	14.83	Multiple
		123122	MUNICIPAL CENTER	1	12/31/2022	345.54	.00	345.54	01/05/2023
		123122	OLD LIBRARY	2	12/31/2022	37.08	.00	37.08	01/05/2023
		123122	LIBRARY	3	12/31/2022	349.67	.00	349.67	01/05/2023
		123122	LIBRARY	4	12/31/2022	164.61	.00	164.61	01/05/2023
		123122	MUNICIPAL CENTER	5	12/31/2022	620.07	.00	620.07	01/05/2023
		123122	VOM - HOLSCHER	6	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	PARKING LOT	7	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	ROW CREAMERY RD	8	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	4901 TERMINAL DR	9	12/31/2022	63.83	.00	63.83	01/05/2023
		123122	OLD WELL HOUSE	10	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	WATER TOWER - BURMA	11	12/31/2022	74.15	.00	74.15	01/05/2023
		123122	WATER TOWER - HOLSC	12	12/31/2022	45.97	.00	45.97	01/05/2023

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		123122	WELL #1	13	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	WELL #3	14	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	PED PATH - DALE CURTI	15	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	WM MCFARLAND PARK	16	12/31/2022	705.82	.00	705.82	01/05/2023
		123122	PW	17	12/31/2022	575.46	.00	575.46	01/05/2023
		123122	PW GARAGE	18	12/31/2022	430.07	.00	430.07	01/05/2023
		123122	LIFT #1	19	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	LIFT #2	20	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	PED PATH - RUNNING DE	21	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	YAHARA RIVER PARK	22	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	PED PATH	23	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	PED PATH - OSBORN	24	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	LEGION MEMORIAL PAR	25	12/31/2022	88.98	.00	88.98	01/05/2023
		123122	BRANDT PARK	26	12/31/2022	93.49	.00	93.49	01/05/2023
		123122	RIDGE VIEW	27	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	5802 & 5804 MAIN ST	28	12/31/2022	53.49	.00	53.49	01/05/2023
		123122	WOODLAND ESTATES PA	29	12/31/2022	32.63	.00	32.63	01/05/2023
		123122	CEDAR GLADE PARK	30	12/31/2022	16.31	.00	16.31	01/05/2023
		123122	BOCCE BALL COURT	31	12/31/2022	16.00	.00	16.00	01/05/2023
		123122	EGNER PARK	32	12/31/2022	44.49	.00	44.49	01/05/2023
		123122	HIGHLAND OAK PARK	33	12/31/2022	32.63	.00	32.63	01/05/2023
		123122	COMM GARDEN	34	12/31/2022	16.00	.00	16.00	01/05/2023
		123122	AUTUMN GROVE PARK	35	12/31/2022	38.56	.00	38.56	01/05/2023
		123122	LIFT #4	36	12/31/2022	14.83	.00	14.83	01/05/2023
		123122	CEDAR RIDGE	37	12/31/2022	53.39	.00	53.39	01/05/2023
		123122	6001 BROADHEAD - PSC	38	12/31/2022	154.46	.00	154.46	01/05/2023
		2022TAXES-	WA-CHE-ETCHA TAX BILL	1	12/19/2022	1.74	.00	1.74	01/05/2023
		2022TAXES-	WA-CHE-ETCHA TAX BILL	1	12/19/2022	1.74	.00	1.74	01/05/2023
		2022TAXES-	3234 CTY HWY B	1	12/19/2022	9.54	.00	9.54	01/05/2023
		8542	WATER & HYDRANT USA	1	11/18/2022	200.60	.00	200.60	Multiple
		8560	WATER FOR PSC BUILDI	1	01/03/2023	186.80	.00	186.80	01/05/2023
		TAXES2022-	WA-CHE-ETCHA TAX BILL	1	12/19/2022	1.74	.00	1.74	01/05/2023
Total 1015:						5,765.32	.00	5,765.32	
1019	BAKER TILLY VIRCHOW	BT2271243	2023 AUDIT PREP	1	12/22/2022	7,323.23	.00	7,323.23	12/30/2022
		BT2271243	2023 AUDIT PREP	2	12/22/2022	187.77	.00	187.77	12/30/2022
		BT2276762	VILLAGE AUDIT	1	12/29/2022	462.50	.00	462.50	01/05/2023
		BT2276762	WATER IMPACT FEE STU	2	12/29/2022	550.00	.00	550.00	01/05/2023
Total 1019:						8,523.50	.00	8,523.50	
1049	WI CHIEFS OF POLICE A	8274	WI CHIEFS ASSN DUES J	1	12/01/2022	100.00	.00	100.00	01/05/2023
Total 1049:						100.00	.00	100.00	
1060	WI DEPT OF REVENUE	100722	MANUFACTURING ASSE	1	10/07/2022	406.71	.00	406.71	01/05/2023
Total 1060:						406.71	.00	406.71	
1128	ZARNOTH BRUSH WORK	0191902-IN	SWEEPER PARTS	1	11/29/2022	1,833.00	.00	1,833.00	12/22/2022
Total 1128:						1,833.00	.00	1,833.00	
1241	BARNIER, JOSHUA	JB122122	UNIFORM ALLOW - BARN	1	12/21/2022	255.00	.00	255.00	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 1241:						255.00	.00	255.00	
1245	PROFESSIONAL PEST C	599430	PW PEST CONTROL	1	12/12/2022	6.00	.00	6.00	12/22/2022
		599430	PW PEST CONTROL	2	12/12/2022	6.00	.00	6.00	12/22/2022
		599430	PW PEST CONTROL	3	12/12/2022	6.00	.00	6.00	12/22/2022
		599430	PW PEST CONTROL	4	12/12/2022	22.00	.00	22.00	12/22/2022
		599431	MC PEST CONTROL	1	12/12/2022	47.00	.00	47.00	12/22/2022
Total 1245:						87.00	.00	87.00	
1246	TOTAL WATER TREATME	508325-1230	MC SOFTNER SALT	1	12/30/2022	46.20	.00	46.20	01/05/2023
Total 1246:						46.20	.00	46.20	
1256	BOUND TREE MEDICAL,	84780818	EMS - SUPPLIES	1	12/02/2022	199.86	.00	199.86	12/22/2022
		84794237	EMS - SUPPLIES	1	12/14/2022	58.00	.00	58.00	12/30/2022
		84794238	EMS - SUPPLIES	1	12/14/2022	337.24	.00	337.24	12/30/2022
		84804731	EMS - SUPPLIES	1	12/23/2022	44.74	.00	44.74	01/05/2023
Total 1256:						639.84	.00	639.84	
1358	EBI INC	215357	PSC FURNITURE	1	12/30/2022	134,453.01	.00	134,453.01	01/05/2023
Total 1358:						134,453.01	.00	134,453.01	
1390	HOTSY CLEANING SYST	0050881-IN	HOTSY WASH	1	12/16/2022	100.50	.00	100.50	12/30/2022
		0050881-IN	HOTSY WASH	2	12/16/2022	100.50	.00	100.50	12/30/2022
		0050881-IN	HOTSY WASH	3	12/16/2022	100.50	.00	100.50	12/30/2022
		0050881-IN	HOTSY WASH	4	12/16/2022	368.50	.00	368.50	12/30/2022
Total 1390:						670.00	.00	670.00	
1405	TAPCO	I743878	PEDESTRIAN CROSSIN	1	12/27/2022	5,995.00	.00	5,995.00	01/05/2023
Total 1405:						5,995.00	.00	5,995.00	
1452	JACOBSEN, NATE	NJ121322	TRAINING MEALS	1	12/13/2022	25.43	.00	25.43	01/05/2023
Total 1452:						25.43	.00	25.43	
1462	TASC	IN2576178	FSA ADMIN FEE	1	11/17/2022	159.20	.00	159.20	01/05/2023
		IN2607625	FSA ADMIN FEE	1	12/18/2022	175.12	.00	175.12	01/05/2023
Total 1462:						334.32	.00	334.32	
1694	HEARTLAND LITHO	66353	ENVELOPES	1	12/18/2022	89.99	.00	89.99	12/22/2022
		66353	ENVELOPES	2	12/18/2022	163.61	.00	163.61	12/22/2022
		66353	ENVELOPES	3	12/18/2022	163.61	.00	163.61	12/22/2022
		66353	ENVELOPES	4	12/18/2022	163.61	.00	163.61	12/22/2022
		66353	ENVELOPES	5	12/18/2022	24.55	.00	24.55	12/22/2022
		66353	ENVELOPES	6	12/18/2022	24.54	.00	24.54	12/22/2022
		66353	ENVELOPES	7	12/18/2022	24.54	.00	24.54	12/22/2022
		66353	ENVELOPES	8	12/18/2022	981.67	.00	981.67	12/22/2022
Total 1694:						1,636.12	.00	1,636.12	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
1709	VON BRIESEN & ROPER	411997	PERSONNEL ISSUES	1	12/14/2022	1,858.50	.00	1,858.50	12/22/2022
Total 1709:						1,858.50	.00	1,858.50	
1730	ACCURATE APPRAISAL L	4041	ASSESSMENT SVCS.	1	12/01/2022	34,400.00	.00	34,400.00	01/05/2023
Total 1730:						34,400.00	.00	34,400.00	
1738	STATE OF WI TREASURE	154-120122	MONTHLY COURT FEES -	1	12/01/2022	3,534.30	.00	3,534.30	12/16/2022
Total 1738:						3,534.30	.00	3,534.30	
1876	HEASTY, KELLY	KH112222	MILEAGE/MEALS FOR TR	1	11/22/2022	37.02	.00	37.02	12/30/2022
		KH112222	LIBRARY VISIT MILEAGE	2	11/22/2022	42.63	.00	42.63	12/30/2022
Total 1876:						79.65	.00	79.65	
1896	NAPA AUTO PARTS	867234	SQUAD M6 MAINTENANC	1	12/06/2022	88.18	.00	88.18	12/16/2022
		867930	VEHICLE MAINTENANCE	1	12/12/2022	28.50	.00	28.50	12/22/2022
		867930	VEHICLE MAINTENANCE	2	12/12/2022	7.78	.00	7.78	12/22/2022
		867930	VEHICLE MAINTENANCE	3	12/12/2022	7.78	.00	7.78	12/22/2022
		867930	VEHICLE MAINTENANCE	4	12/12/2022	7.78	.00	7.78	12/22/2022
		867980	VEHICLE MAINTENANCE	1	12/12/2022	7.78	.00	7.78	12/30/2022
		867980	VEHICLE MAINTENANCE	2	12/12/2022	7.78	.00	7.78	12/30/2022
		867980	VEHICLE MAINTENANCE	3	12/12/2022	7.78	.00	7.78	12/30/2022
		867980	VEHICLE MAINTENANCE	4	12/12/2022	28.50	.00	28.50	12/30/2022
		870646	MOWER MAINTENANCE	1	12/30/2022	15.21	.00	15.21	01/05/2023
		870646	MOWER MAINTENANCE	2	12/30/2022	4.15	.00	4.15	01/05/2023
		870646	MOWER MAINTENANCE	3	12/30/2022	4.15	.00	4.15	01/05/2023
		870646	MOWER MAINTENANCE	4	12/30/2022	4.15	.00	4.15	01/05/2023
Total 1896:						219.52	.00	219.52	
1909	CATERPILLAR FINANCIA	33320161	LOADER LEASE	1	12/23/2022	253.23	.00	253.23	01/05/2023
		33320161	LOADER LEASE	2	12/23/2022	253.23	.00	253.23	01/05/2023
		33320161	LOADER LEASE	3	12/23/2022	253.23	.00	253.23	01/05/2023
		33320161	LOADER LEASE	4	12/23/2022	759.66	.00	759.66	01/05/2023
Total 1909:						1,519.35	.00	1,519.35	
1910	ZURBUCHEN OIL INC	266192	HYDROLIC OIL	1	12/20/2022	261.44	.00	261.44	12/30/2022
		266192	HYDROLIC OIL	2	12/20/2022	261.44	.00	261.44	12/30/2022
		266192	HYDROLIC OIL	3	12/20/2022	261.44	.00	261.44	12/30/2022
		266192	HYDROLIC OIL	4	12/20/2022	958.58	.00	958.58	12/30/2022
		266280	DYED DIESEL FUEL	1	12/22/2022	831.82	.00	831.82	01/05/2023
Total 1910:						2,574.72	.00	2,574.72	
1948	MCFARLAND KWIK TRIP	120122	RESTITUTION - MOSCHE	1	12/01/2022	15.58	.00	15.58	12/16/2022
Total 1948:						15.58	.00	15.58	
1978	COX, HEIDI	HC111722	MEETING MILEAGE	1	11/17/2022	56.25	.00	56.25	12/30/2022
Total 1978:						56.25	.00	56.25	
1989	CORPORATE BUSINESS	32989347	ADMIN COPIERS	1	12/07/2022	190.00	.00	190.00	12/22/2022

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Total 1989:						190.00	.00	190.00	
2003	GERICK, PATRICK	120122	POST ELECTION EQUIPM	1	12/01/2022	90.00	.00	90.00	12/16/2022
Total 2003:						90.00	.00	90.00	
2004	ST CLAIR, RUSSELL	120122	POST ELECTION EQUIPM	1	12/01/2022	90.00	.00	90.00	12/16/2022
Total 2004:						90.00	.00	90.00	
2008	THE HOMESTEADER'S S	93384	MOWER PARTS	1	12/22/2022	78.64	.00	78.64	01/05/2023
		93384	MOWER PARTS	2	12/22/2022	21.44	.00	21.44	01/05/2023
		93384	MOWER PARTS	3	12/22/2022	21.44	.00	21.44	01/05/2023
		93384	MOWER PARTS	4	12/22/2022	21.44	.00	21.44	01/05/2023
Total 2008:						142.96	.00	142.96	
2057	INDUSTRIAL MARKETING	044229	SWEEPER PARTS	1	11/17/2022	399.71	.00	399.71	12/30/2022
		044235	REPAIR PARTS TK #6	1	11/30/2022	99.30	.00	99.30	12/30/2022
		044235	REPAIR PARTS TK #6	2	11/30/2022	27.09	.00	27.09	12/30/2022
		044235	REPAIR PARTS TK #6	3	11/30/2022	27.09	.00	27.09	12/30/2022
		044235	REPAIR PARTS TK #6	4	11/30/2022	27.09	.00	27.09	12/30/2022
Total 2057:						580.28	.00	580.28	
2058	MICROMARKETING LLC	908677	AUDIO BOOKS	1	12/13/2022	152.94	.00	152.94	12/30/2022
		909376	AUDIOBOOKS	1	12/20/2022	93.98	.00	93.98	12/30/2022
		909466	AUDIO BOOKS	1	12/22/2022	34.99	.00	34.99	12/30/2022
Total 2058:						281.91	.00	281.91	
2066	PELLITTERI WASTE SYS	3383942	TRASH SERVICE	1	12/31/2022	23,278.25	.00	23,278.25	01/05/2023
		3383942	RECYCLING SERVICE	2	12/31/2022	15,350.00	.00	15,350.00	01/05/2023
Total 2066:						38,628.25	.00	38,628.25	
2070	KKS PROPERTY	2023-01	COMMON AREA MAINT. F	1	01/04/2023	400.00	.00	400.00	01/05/2023
Total 2070:						400.00	.00	400.00	
2082	NASSCO INC	6239421	CLEANING SUPPLIES	1	12/14/2022	243.08	.00	243.08	12/22/2022
Total 2082:						243.08	.00	243.08	
2171	WCMA	010123	MEMBERSHIP DUES	1	01/01/2023	262.50	.00	262.50	01/05/2023
Total 2171:						262.50	.00	262.50	
2173	BAER INSURANCE SERVI	5494	CYBER INSURANCE	1	12/01/2022	435.30	.00	435.30	01/05/2023
		5494	CYBER INSURANCE	2	12/01/2022	47.16	.00	47.16	01/05/2023
		5494	CYBER INSURANCE	3	12/01/2022	47.16	.00	47.16	01/05/2023
		5494	CYBER INSURANCE	4	12/01/2022	47.16	.00	47.16	01/05/2023
		5494	CYBER INSURANCE	5	12/01/2022	47.15	.00	47.15	01/05/2023
		5494	CYBER INSURANCE	6	12/01/2022	275.69	.00	275.69	01/05/2023
		5494	CYBER INSURANCE	7	12/01/2022	275.69	.00	275.69	01/05/2023
		5494	CYBER INSURANCE	8	12/01/2022	275.69	.00	275.69	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		6763	WORKERS COMP	1	12/09/2022	42,441.29	.00	42,441.29	01/05/2023
		6763	WORKERS COMP	2	12/09/2022	4,597.81	.00	4,597.81	01/05/2023
		6763	WORKERS COMP	3	12/09/2022	4,597.81	.00	4,597.81	01/05/2023
		6763	WORKERS COMP	4	12/09/2022	4,597.81	.00	4,597.81	01/05/2023
		6763	WORKERS COMP	5	12/09/2022	4,597.81	.00	4,597.81	01/05/2023
		6763	WORKERS COMP	6	12/09/2022	26,879.49	.00	26,879.49	01/05/2023
		6763	WORKERS COMP	7	12/09/2022	26,879.49	.00	26,879.49	01/05/2023
		6763	WORKERS COMP	8	12/09/2022	26,879.49	.00	26,879.49	01/05/2023
		6825	GEN & AUTO INSURANC	1	12/27/2022	32,500.20	.00	32,500.20	01/05/2023
		6825	GEN & AUTO INSURANC	2	12/27/2022	2,708.35	.00	2,708.35	01/05/2023
		6825	GEN & AUTO INSURANC	3	12/27/2022	2,708.35	.00	2,708.35	01/05/2023
		6825	GEN & AUTO INSURANC	4	12/27/2022	2,708.35	.00	2,708.35	01/05/2023
		6825	GEN & AUTO INSURANC	5	12/27/2022	2,708.35	.00	2,708.35	01/05/2023
		6825	GEN & AUTO INSURANC	6	12/27/2022	21,666.80	.00	21,666.80	01/05/2023
		6825	GEN & AUTO INSURANC	7	12/27/2022	21,666.80	.00	21,666.80	01/05/2023
		6825	GEN & AUTO INSURANC	8	12/27/2022	21,666.80	.00	21,666.80	01/05/2023
Total 2173:						251,256.00	.00	251,256.00	
2185	MSA PROFESSIONAL SE	R09361029.0	SURVEY WORK	1	12/09/2022	3,500.00	.00	3,500.00	12/22/2022
Total 2185:						3,500.00	.00	3,500.00	
2216	ANDRES MEDICAL	256973	NOVEMBER COLLECTIO	1	11/30/2022	1,212.53	.00	1,212.53	12/22/2022
Total 2216:						1,212.53	.00	1,212.53	
2237	MADISON COLLEGE	183196	PRACTICAL EXAM INSPE	1	12/20/2022	80.00	.00	80.00	12/30/2022
Total 2237:						80.00	.00	80.00	
2305	BACKES, JOE	120122	POST ELECTION EQUIPM	1	12/01/2022	90.00	.00	90.00	12/16/2022
Total 2305:						90.00	.00	90.00	
9152	TOWN OF BLOOMING GR	01012023	ANNEXATION PAYMENT	1	01/01/2023	32,996.64	.00	32,996.64	01/05/2023
Total 9152:						32,996.64	.00	32,996.64	
13081	MILLAR, MARK	011023	PROP TAX REFUND	1	01/10/2023	14.00	.00	14.00	01/05/2023
Total 13081:						14.00	.00	14.00	
14080	MALY ERIC/KELLY	011023	PROP TAX OVERPMT	1	01/10/2023	9,949.87	.00	9,949.87	01/05/2023
Total 14080:						9,949.87	.00	9,949.87	
14133	MCKAY JAMES	120122	POST ELECTION EQUIPM	1	12/01/2022	48.00	.00	48.00	12/16/2022
Total 14133:						48.00	.00	48.00	
16057	TURNER, DANIEL & AMY	011023	PROP TAX OVERPMT	1	01/10/2023	3.09	.00	3.09	01/05/2023
Total 16057:						3.09	.00	3.09	
16166	HARRISON, MONICA & H	011023	PROP TAX OVERPMT	1	01/10/2023	142.94	.00	142.94	01/05/2023

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Total 16166:						142.94	.00	142.94	
16236	WEBER, MARK	MW122322	PLOW MEALS	1	12/23/2022	40.00	.00	40.00	01/05/2023
Total 16236:						40.00	.00	40.00	
16237	STOPSTICK, LTD	0027042-IN	STOP STICK RACK KIT -	1	12/06/2022	605.00	.00	605.00	01/05/2023
Total 16237:						605.00	.00	605.00	
16241	WI DEPT OF JUSTICE	123122-L137	HIRING BACKGROUND C	1	12/31/2022	14.00	.00	14.00	01/05/2023
		123122-L137	BACKGROUND CHECKS	2	12/31/2022	56.00	.00	56.00	01/05/2023
Total 16241:						70.00	.00	70.00	
16247	CITY TREASURER	120342	STORMWATER CHARGE	1	12/08/2022	26.52	.00	26.52	12/22/2022
Total 16247:						26.52	.00	26.52	
16257	CORPORATE BUSINESS	331432	COPIER LEASE	1	12/08/2022	65.85	.00	65.85	12/22/2022
		331551	ADMIN COPY CHARGES	1	12/12/2022	454.49	.00	454.49	12/16/2022
		331551	SOS COPY CHARGES	2	12/12/2022	90.89	.00	90.89	12/16/2022
		331551	CD COPY CHARGES	3	12/12/2022	90.89	.00	90.89	12/16/2022
		331551	UTIL - WATER COPY CHA	4	12/12/2022	90.90	.00	90.90	12/16/2022
		331551	UTIL - SW COPY CHARG	5	12/12/2022	90.90	.00	90.90	12/16/2022
		331551	UTIL - STW COPY CHAR	6	12/12/2022	90.90	.00	90.90	12/16/2022
		331878	PW COLOR COPY OVER	1	12/15/2022	15.26	.00	15.26	12/30/2022
		331878	PW COLOR COPY OVER	2	12/15/2022	15.26	.00	15.26	12/30/2022
		331878	PW COLOR COPY OVER	3	12/15/2022	15.26	.00	15.26	12/30/2022
		331878	PW COLOR COPY OVER	4	12/15/2022	55.94	.00	55.94	12/30/2022
		331884	COPIER LEASE	1	12/15/2022	75.98	.00	75.98	12/22/2022
Total 16257:						1,152.52	.00	1,152.52	
16296	DANE CO DEPT OF HUM	NOV2022	MEALSITE DONATION - M	1	11/30/2022	2,946.50	.00	2,946.50	12/22/2022
		NOV2022	MEALSITE DONATION - C	2	11/30/2022	627.50	.00	627.50	12/22/2022
Total 16296:						3,574.00	.00	3,574.00	
16365	SCHUENKE, MATT	MS120922	MILEAGE & MEALS	1	12/09/2022	145.23	.00	145.23	12/30/2022
		MS120922	MILEAGE & MEALS	2	12/09/2022	250.00	.00	250.00	12/30/2022
		MS120922	MILEAGE & MEALS	3	12/09/2022	145.22	.00	145.22	12/30/2022
Total 16365:						540.45	.00	540.45	
16398	POSPYHALLA, DAVID	DP122222	PLOW MEALS	1	12/22/2022	20.00	.00	20.00	01/05/2023
Total 16398:						20.00	.00	20.00	
16469	BLACK, JOHN J SR	121922	REFUND OVERPAYMENT	1	12/19/2022	115.42	.00	115.42	12/30/2022
Total 16469:						115.42	.00	115.42	
16489	ZIETSMA, JOEL	JZ120122	TRAINING MEALS	1	12/01/2022	23.72	.00	23.72	12/30/2022
		JZ120822	MEETING MEAL FOR GR	1	12/08/2022	12.00	.00	12.00	12/30/2022
		JZ120822	THANK YOU CARDS - SH	2	12/08/2022	22.80	.00	22.80	12/30/2022

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 16489:						58.52	.00	58.52	
16545	DEPT OF SAFETY AND P	123022	SPRINKLER ALARM FEE	1	12/30/2022	40.00	.00	40.00	01/05/2023
Total 16545:						40.00	.00	40.00	
16547	PELLION BENEFITS	010423	VACATION VEBA PAYOUT	1	01/04/2023	1,508.26	.00	1,508.26	01/05/2023
		010423	VACATION VEBA PAYOUT	2	01/04/2023	1,508.26	.00	1,508.26	01/05/2023
Total 16547:						3,016.52	.00	3,016.52	
16631	HARIED, JENNIFER	JH120222	MILEAGE FOR TRAINING	1	12/02/2022	101.51	.00	101.51	12/16/2022
Total 16631:						101.51	.00	101.51	
16640	TOP PACK DEFENSE LLC	9535	MAURER CLOTHING ALL	1	12/07/2022	228.86	.00	228.86	12/22/2022
		9611	UNIFORM ALLOWANCE C	1	12/15/2022	13.49	.00	13.49	12/22/2022
		9615	BADGES	1	12/19/2022	380.00	.00	380.00	12/30/2022
		9659	JEREMY BLOCKER INITIA	1	12/19/2022	2,298.03	.00	2,298.03	01/05/2023
		9672	COREY JOHNSON INITIA	1	12/19/2022	203.14	.00	203.14	01/05/2023
		9687	CLOTHING ALLOWANCE	1	12/16/2022	244.88	.00	244.88	01/05/2023
		9690	MAURER CLOTHING ALL	1	12/16/2022	184.46	.00	184.46	01/05/2023
Total 16640:						3,552.86	.00	3,552.86	
16657	RAYMOND P. CATTELL, I	PAYAPP4	2022 STREETS & UTILITY	1	01/03/2023	172,016.59	.00	172,016.59	01/05/2023
Total 16657:						172,016.59	.00	172,016.59	
16762	FELIX-RIVERA, HENRY &	011023	PROPERTY TAX OVERPA	1	01/10/2023	8.35	.00	8.35	01/05/2023
Total 16762:						8.35	.00	8.35	
16765	DORNER, GREGORY L	011023	PROPERTY TAX OVERPA	1	01/10/2023	3.38	.00	3.38	01/05/2023
Total 16765:						3.38	.00	3.38	
16776	CIVICPLUS	247882	MUNICODE SELF PUBLIS	1	01/01/2023	3,675.00	.00	3,675.00	01/05/2023
		250105	ANNUAL CIVICCLERK FE	1	01/04/2023	3,944.35	.00	3,944.35	01/05/2023
		250105	ANNUAL CIVICCLERK FE	2	01/04/2023	275.18	.00	275.18	01/05/2023
		250105	ANNUAL CIVICCLERK FE	3	01/04/2023	275.18	.00	275.18	01/05/2023
		250105	ANNUAL CIVICCLERK FE	4	01/04/2023	275.18	.00	275.18	01/05/2023
		250105	ANNUAL CIVICCLERK FE	5	01/04/2023	1,375.94	.00	1,375.94	01/05/2023
		250105	ANNUAL CIVICCLERK FE	6	01/04/2023	1,375.94	.00	1,375.94	01/05/2023
		250105	ANNUAL CIVICCLERK FE	7	01/04/2023	1,375.94	.00	1,375.94	01/05/2023
		250105	ANNUAL CIVICCLERK FE	8	01/04/2023	275.19	.00	275.19	01/05/2023
		250246	ANNUAL CIVICENGAGE F	1	01/04/2023	6,129.11	.00	6,129.11	01/05/2023
		250246	ANNUAL CIVICENGAGE F	2	01/04/2023	427.62	.00	427.62	01/05/2023
		250246	ANNUAL CIVICENGAGE F	3	01/04/2023	427.61	.00	427.61	01/05/2023
		250246	ANNUAL CIVICENGAGE F	4	01/04/2023	427.62	.00	427.62	01/05/2023
		250246	ANNUAL CIVICENGAGE F	5	01/04/2023	427.61	.00	427.61	01/05/2023
		250246	ANNUAL CIVICENGAGE F	6	01/04/2023	2,138.06	.00	2,138.06	01/05/2023
		250246	ANNUAL CIVICENGAGE F	7	01/04/2023	2,138.06	.00	2,138.06	01/05/2023
		250246	ANNUAL CIVICENGAGE F	8	01/04/2023	2,138.06	.00	2,138.06	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 16776:						27,101.65	.00	27,101.65	
16785	WISCONSIN LIBRARY AS	15847	MEMBERSHIP RENEWAL	1	10/05/2022	140.00	.00	140.00	01/05/2023
Total 16785:						140.00	.00	140.00	
16807	DMG HOLDINGS LLC	011023	PROPERTY TAX OVERPA	1	01/10/2023	263.72	.00	263.72	01/05/2023
Total 16807:						263.72	.00	263.72	
16829	REUTER, WHITISH & EVA	71161	GENERAL LEGAL	1	12/21/2022	1,912.50	.00	1,912.50	12/30/2022
		71161	GENERAL LEGAL	2	12/21/2022	448.00	.00	448.00	12/30/2022
		71161	GENERAL LEGAL	3	12/21/2022	128.00	.00	128.00	12/30/2022
		71161	GENERAL LEGAL	4	12/21/2022	129.50	.00	129.50	12/30/2022
		71163	LEGAL - TID3	1	12/21/2022	1,071.00	.00	1,071.00	12/30/2022
		71164	TID4 LEGAL	1	12/21/2022	790.50	.00	790.50	01/05/2023
		71165	ATWATER TIF5 ESCROW	1	12/21/2022	1,351.50	.00	1,351.50	01/05/2023
		71170	PROSECUTIONS	1	12/21/2022	176.00	.00	176.00	12/30/2022
		71172	PROSECUTIONS	1	12/21/2022	241.00	.00	241.00	12/30/2022
		71173	PROSECUTIONS	1	12/21/2022	163.10	.00	163.10	12/30/2022
		71174	MCFARLAND HOUSE CA	1	12/21/2022	357.00	.00	357.00	12/30/2022
		71175	JAEGER ROAD CONDO E	1	12/21/2022	561.00	.00	561.00	12/30/2022
		71184	PROSECUTIONS	1	12/21/2022	1,620.70	.00	1,620.70	12/30/2022
Total 16829:						8,949.80	.00	8,949.80	
16841	WRIGHT WORLD SPORT	2340	EMS UNIFORMS	1	11/29/2022	636.00	.00	636.00	01/05/2023
Total 16841:						636.00	.00	636.00	
16890	PIRTEK MADISON	MA-T000076	VEHICLE MAINTENANCE	1	12/09/2022	13.31	.00	13.31	12/22/2022
		MA-T000076	VEHICLE MAINTENANCE	2	12/09/2022	13.31	.00	13.31	12/22/2022
		MA-T000076	VEHICLE MAINTENANCE	3	12/09/2022	13.31	.00	13.31	12/22/2022
		MA-T000076	VEHICLE MAINTENANCE	4	12/09/2022	48.82	.00	48.82	12/22/2022
		MA-T000076	FRONT END LOADER PL	1	12/15/2022	65.32	.00	65.32	12/30/2022
		MA-T000076	FRONT END LOADER PL	2	12/15/2022	17.81	.00	17.81	12/30/2022
		MA-T000076	FRONT END LOADER PL	3	12/15/2022	17.81	.00	17.81	12/30/2022
		MA-T000076	FRONT END LOADER PL	4	12/15/2022	17.81	.00	17.81	12/30/2022
		MA-T000076	LOADER HOSE	1	12/21/2022	16.15	.00	16.15	12/30/2022
		MA-T000076	LOADER HOSE	2	12/21/2022	16.15	.00	16.15	12/30/2022
		MA-T000076	LOADER HOSE	3	12/21/2022	16.15	.00	16.15	12/30/2022
		MA-T000076	LOADER HOSE	4	12/21/2022	59.24	.00	59.24	12/30/2022
Total 16890:						315.19	.00	315.19	
16928	COLBY, JEAN	120122	POST ELECTION EQUIPM	1	12/01/2022	90.00	.00	90.00	12/16/2022
Total 16928:						90.00	.00	90.00	
16930	DIETZEL, JERRY	120122	POST ELECTION EQUIPM	1	12/01/2022	48.00	.00	48.00	12/16/2022
Total 16930:						48.00	.00	48.00	
16931	DIETZEL, SUSAN	120122	POST ELECTION EQUIPM	1	12/01/2022	48.00	.00	48.00	12/16/2022

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Total 16931:						48.00	.00	48.00	
16932	OMALLEY, SANDRA	120122	POST ELECTION EQUIPM	1	12/01/2022	90.00	.00	90.00	12/16/2022
Total 16932:						90.00	.00	90.00	
16937	ESO SOLUTIONS INC.	ESO-97362	ESO	1	12/02/2022	5,708.53	.00	5,708.53	01/05/2023
Total 16937:						5,708.53	.00	5,708.53	
16943	MCFARLAND PAINT AND	011023	PROPERTY TAX OVERPA	1	01/10/2023	10,774.75	.00	10,774.75	01/05/2023
Total 16943:						10,774.75	.00	10,774.75	
16969	OMALLEY, JOHN	120122	POST ELECTION EQUIPM	1	12/01/2022	90.00	.00	90.00	12/16/2022
Total 16969:						90.00	.00	90.00	
16974	KYSER, ELLIE	120122	POST ELECTION EQUIPM	1	12/01/2022	90.00	.00	90.00	12/16/2022
Total 16974:						90.00	.00	90.00	
16980	BOLDTRONICS, INC.	20220107	DOOR LOCKING REPAIR	1	09/29/2022	710.00	.00	710.00	12/30/2022
		20220143	SECURITY UPGRADES	1	12/20/2022	955.00	.00	955.00	12/22/2022
Total 16980:						1,665.00	.00	1,665.00	
17070	GLEBS, ALEXANDER & M	121922	REFUND OVERPAYMENT	1	12/19/2022	81.94	.00	81.94	12/30/2022
Total 17070:						81.94	.00	81.94	
17084	AMAZON CAPITAL SERVI	116D-DHKW-	PW OFFICE SUPPLIES	1	12/18/2022	32.86	.00	32.86	12/30/2022
		13KL-KMCM-	W-2 FORMS	1	12/26/2022	23.27	.00	23.27	12/30/2022
		13NJ-9YT6-6	DVDS & CDS	1	12/23/2022	49.92	.00	49.92	12/30/2022
		13PG-4GQ3-	VIDEO GAMES	1	12/16/2022	81.77	.00	81.77	12/22/2022
		14P3-K6QL-	DVDS & CDS	1	12/13/2022	110.89	.00	110.89	12/22/2022
		16F3-NFRX-	DVDS & CDS	1	12/24/2022	.01-	.00	.01-	12/30/2022
		17NF-GH3V-	DVDS & CDS	1	12/12/2022	45.97	.00	45.97	12/22/2022
		19VH-THWT-	NAME PLATES	1	12/15/2022	45.63	.00	45.63	12/22/2022
		1C6W-KVDN	DVDS & CDS	1	12/17/2022	86.40	.00	86.40	12/22/2022
		1FNP-TKN1-	DVDS & CDS	1	12/23/2022	46.94	.00	46.94	12/30/2022
		1FPJ-G316-J	DVDS & CDS	1	12/26/2022	11.98	.00	11.98	12/30/2022
		1JC9-PVJY-7	PW OFFICE SUPPLIES	1	12/23/2022	38.99	.00	38.99	01/05/2023
		1KCP-NT4C-	OFFICE SUPPLIES	1	12/13/2022	52.19	.00	52.19	12/22/2022
		1PJP-W667-	WATER SAMPLING SUPP	1	12/13/2022	37.76	.00	37.76	12/22/2022
		1QCD-T9NV-	DVDS & CDS	1	12/18/2022	17.96	.00	17.96	12/22/2022
		1TPM-MNYL-	PW TECHNOLOGY	1	12/30/2022	266.30	.00	266.30	01/05/2023
		1WT3-FKC4-	OFFICE SUPPLIES	1	12/26/2022	138.48	.00	138.48	12/30/2022
		1X6L-RJMT-	DVDS & CDS	1	12/09/2022	34.98	.00	34.98	12/22/2022
		1XLV-4WGN-	VIDEO GAMES	1	12/12/2022	606.69	.00	606.69	12/22/2022
Total 17084:						1,728.97	.00	1,728.97	
17092	GENERAL ENGINEERING	46	BUILDING INSPECTION S	1	12/08/2022	6,909.26	.00	6,909.26	12/22/2022

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Total 17092:						6,909.26	.00	6,909.26	
17140	US BANK VOYAGER FLE	8694160992	PD FUEL	1	12/01/2022	2,017.38	.00	2,017.38	12/16/2022
		8694160992	PARKS FUEL	2	12/01/2022	319.05	.00	319.05	12/16/2022
		8694160992	FIRE/EMS FUEL	3	12/01/2022	2,005.80	.00	2,005.80	12/16/2022
		8694160992	PW FUEL	4	12/01/2022	1,492.92	.00	1,492.92	12/16/2022
		8694160992	PW FUEL	5	12/01/2022	409.92	.00	409.92	12/16/2022
		8694160992	PW FUEL	6	12/01/2022	136.64	.00	136.64	12/16/2022
		8694160992	PW FUEL	7	12/01/2022	273.28	.00	273.28	12/16/2022
		8694160992	PW FUEL	8	12/01/2022	273.28	.00	273.28	12/16/2022
		8694160992	PW FUEL	9	12/01/2022	136.64	.00	136.64	12/16/2022
Total 17140:						7,064.91	.00	7,064.91	
17197	FRIENDS OF THE MCFAR	123122	REIMBURSEMENT FOR F	1	12/31/2022	562.00	.00	562.00	01/05/2023
Total 17197:						562.00	.00	562.00	
17205	THE MCFARLAND THISTL	MNA-192419	THISTLE SUBSCRIPTION	1	01/01/2023	81.95	.00	81.95	01/05/2023
Total 17205:						81.95	.00	81.95	
17228	HEALTHYMINDS, LLC	HM000603	PEER SUPPORT TRAININ	1	01/02/2023	700.00	.00	700.00	01/05/2023
Total 17228:						700.00	.00	700.00	
17234	WOLTER POWER SYSTE	532325706	GENERATOR MAINTENA	1	01/03/2023	74.58	.00	74.58	01/05/2023
		532325706	GENERATOR MAINTENA	2	01/03/2023	20.34	.00	20.34	01/05/2023
		532325706	GENERATOR MAINTENA	3	01/03/2023	20.34	.00	20.34	01/05/2023
		532325706	GENERATOR MAINTENA	4	01/03/2023	20.34	.00	20.34	01/05/2023
Total 17234:						135.60	.00	135.60	
17235	TOWN OF COTTAGE GR	01012023	ANNEXATION PAYMENT	1	01/01/2023	3,504.84	.00	3,504.84	01/05/2023
Total 17235:						3,504.84	.00	3,504.84	
17240	WI DEPT OF JUSTICE	138	ACTIVE THREAT TRAININ	1	12/10/2022	125.00	.00	125.00	01/05/2023
Total 17240:						125.00	.00	125.00	
17262	FESSLER, LUKE & MEGH	011023	PROPERTY TAX OVERPA	1	01/10/2023	266.07	.00	266.07	01/05/2023
Total 17262:						266.07	.00	266.07	
17264	NORTON, KRISTIN	011023	PROPERTY TAX OVERPA	1	01/10/2023	151.66	.00	151.66	01/05/2023
Total 17264:						151.66	.00	151.66	
17301	TSI INCORPORATED	91562931	FIT TESTING MACHINE	1	12/22/2022	11,652.38	.00	11,652.38	12/30/2022
		91562931	FIT TESTING MACHINE	2	12/22/2022	3,438.42	.00	3,438.42	12/30/2022
Total 17301:						15,090.80	.00	15,090.80	
17318	TDS	122222-PW	PW TV/INTERNET/PHON	1	12/22/2022	348.03	.00	348.03	12/30/2022
		122222-PW	PW TV/INTERNET/PHON	2	12/22/2022	94.91	.00	94.91	12/30/2022

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		122222-PW	PW TV/INTERNET/PHON	3	12/22/2022	94.91	.00	94.91	12/30/2022
		122222-PW	PW TV/INTERNET/PHON	4	12/22/2022	94.91	.00	94.91	12/30/2022
		122222-VOM	FACILITIES PHONE	1	12/22/2022	102.69	.00	102.69	12/30/2022
		122222-VOM	FIRE/EMS TV/INTERNET/	2	12/22/2022	535.16	.00	535.16	12/30/2022
		122222-VOM	COMM&TECH PHONE/TV	3	12/22/2022	168.19	.00	168.19	12/30/2022
		122222-VOM	COMMDEV PHONE/INTE	4	12/22/2022	167.12	.00	167.12	12/30/2022
		122222-VOM	COURT PHONE/INTERNE	5	12/22/2022	86.41	.00	86.41	12/30/2022
		122222-VOM	LIBRARY INTERNET/PHO	6	12/22/2022	282.16	.00	282.16	12/30/2022
		122222-VOM	OUTREACH INTERNET	7	12/22/2022	41.00	.00	41.00	12/30/2022
		122222-VOM	OUTREACH PHONE	8	12/22/2022	116.09	.00	116.09	12/30/2022
		122222-VOM	PD TV/INTERNET/PHONE	9	12/22/2022	728.78	.00	728.78	12/30/2022
		122222-VOM	ADMIN PHONE/INTERNE	10	12/22/2022	298.21	.00	298.21	12/30/2022
Total 17318:						3,158.57	.00	3,158.57	
17320	PARKITECTURE & PLANN	21.045-4	COMMUNITY PARK PHAS	1	01/01/2023	3,864.00	.00	3,864.00	01/05/2023
		22.053-2	SKATE PARK DESIGN	1	01/02/2023	9,480.00	.00	9,480.00	01/05/2023
Total 17320:						13,344.00	.00	13,344.00	
17332	WILCKE, JULIE	120122	POST ELECTION EQUIPM	1	12/01/2022	90.00	.00	90.00	12/16/2022
Total 17332:						90.00	.00	90.00	
17352	BRAY ASSOCIATES ARC	3488-31	PUBLIC SAFETY CENTER	1	12/22/2022	2,430.00	.00	2,430.00	12/30/2022
Total 17352:						2,430.00	.00	2,430.00	
17362	ELEVITY	IN14016137	TOKEN	1	12/20/2022	55.00	.00	55.00	12/22/2022
		IN14016939	COURT	1	12/20/2022	82.21	.00	82.21	01/05/2023
		IN14016939	GEN ADMIN	2	12/20/2022	328.86	.00	328.86	01/05/2023
		IN14016939	POLICE	3	12/20/2022	845.47	.00	845.47	01/05/2023
		IN14016939	FIRE/EMS	4	12/20/2022	360.38	.00	360.38	01/05/2023
		IN14016939	OUTREACH	5	12/20/2022	109.71	.00	109.71	01/05/2023
		IN14016939	COMM DEV	6	12/20/2022	82.21	.00	82.21	01/05/2023
		IN14016939	PUBLIC WORKS	7	12/20/2022	112.10	.00	112.10	01/05/2023
		IN14016939	WATER	8	12/20/2022	44.79	.00	44.79	01/05/2023
		IN14016939	SEWER	9	12/20/2022	44.79	.00	44.79	01/05/2023
		IN14016939	STORMWATER	10	12/20/2022	44.68	.00	44.68	01/05/2023
		IN14016939	EM MGT	11	12/20/2022	27.40	.00	27.40	01/05/2023
		IN14016939	FAMILY FESTIVAL	12	12/20/2022	27.40	.00	27.40	01/05/2023
		IN14016939	SERVER & BACKUP	13	12/20/2022	179.40	.00	179.40	01/05/2023
		IN14016939	SERVER & BACKUP	14	12/20/2022	1,614.57	.00	1,614.57	01/05/2023
		IN14016939	SERVER & BACKUP	15	12/20/2022	597.75	.00	597.75	01/05/2023
		IN14016939	SERVER & BACKUP	16	12/20/2022	598.11	.00	598.11	01/05/2023
		IN14016939	SERVER & BACKUP	17	12/20/2022	598.11	.00	598.11	01/05/2023
Total 17362:						5,752.94	.00	5,752.94	
17397	ROBAK-TIBORIS, MELANI	080922	CHIEF INSPECTOR	1	08/09/2022	55.00	.00	55.00	Multiple
		120122	POST ELECTION EQUIPM	1	12/01/2022	42.00	.00	42.00	12/16/2022
Total 17397:						97.00	.00	97.00	
17398	SOBOL, MARY	120122	POST ELECTION EQUIPM	1	12/01/2022	90.00	.00	90.00	12/16/2022

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Total 17398:						90.00	.00	90.00	
17448	REITER, AMY	120122	POST ELECTION EQUIPM	1	12/01/2022	90.00	.00	90.00	12/16/2022
Total 17448:						90.00	.00	90.00	
17524	WI LAW ENFORCEMENT	45	ANNUAL PROGRAM FEE	1	12/27/2022	650.00	.00	650.00	01/05/2023
Total 17524:						650.00	.00	650.00	
17527	CEAN HELMETS, INC	10271	ICE RESCUE HELMETS	1	10/27/2022	675.00	.00	675.00	12/16/2022
Total 17527:						675.00	.00	675.00	
17569	MCFARLAND ACE HARD	007387/1	ENGINE 2 REPAIR	1	12/12/2022	4.08	.00	4.08	12/22/2022
		007389/1	PW SHOP SUPPLIES	1	12/12/2022	1.35	.00	1.35	12/22/2022
		007389/1	PW SHOP SUPPLIES	2	12/12/2022	1.35	.00	1.35	12/22/2022
		007389/1	PW SHOP SUPPLIES	3	12/12/2022	1.35	.00	1.35	12/22/2022
		007389/1	PW SHOP SUPPLIES	4	12/12/2022	4.94	.00	4.94	12/22/2022
		007390/1	PW SHOP SUPPLIES	1	12/12/2022	6.48	.00	6.48	12/22/2022
		007390/1	PW SHOP SUPPLIES	2	12/12/2022	6.48	.00	6.48	12/22/2022
		007390/1	PW SHOP SUPPLIES	3	12/12/2022	6.48	.00	6.48	12/22/2022
		007390/1	PW SHOP SUPPLIES	4	12/12/2022	23.73	.00	23.73	12/22/2022
		007391/1	MOWER MAINTENANCE	1	12/12/2022	6.33	.00	6.33	12/22/2022
		007391/1	MOWER MAINTENANCE	2	12/12/2022	1.73	.00	1.73	12/22/2022
		007391/1	MOWER MAINTENANCE	3	12/12/2022	1.73	.00	1.73	12/22/2022
		007391/1	MOWER MAINTENANCE	4	12/12/2022	1.73	.00	1.73	12/22/2022
		007410/1	PW SUPPLIES	1	12/15/2022	4.59	.00	4.59	12/30/2022
		007410/1	PW SUPPLIES	2	12/15/2022	4.59	.00	4.59	12/30/2022
		007410/1	PW SUPPLIES	3	12/15/2022	4.59	.00	4.59	12/30/2022
		007410/1	PW SUPPLIES	4	12/15/2022	16.81	.00	16.81	12/30/2022
		007410/1	LIBRARY AIR FILTERS	5	12/15/2022	75.49	.00	75.49	12/30/2022
		007422/1	REPLACEMENT LAMP	1	12/16/2022	7.19	.00	7.19	12/30/2022
		007427/1	PW SHOP SUPPLIES	1	12/16/2022	6.48	.00	6.48	12/30/2022
		007427/1	PW SHOP SUPPLIES	2	12/16/2022	6.48	.00	6.48	12/30/2022
		007427/1	PW SHOP SUPPLIES	3	12/16/2022	6.48	.00	6.48	12/30/2022
		007427/1	PW SHOP SUPPLIES	4	12/16/2022	23.73	.00	23.73	12/30/2022
		007439/1	PW SHOP SUPPLIES	1	12/19/2022	1.32	.00	1.32	12/30/2022
		007439/1	PW SHOP SUPPLIES	2	12/19/2022	1.32	.00	1.32	12/30/2022
		007439/1	PW SHOP SUPPLIES	3	12/19/2022	1.32	.00	1.32	12/30/2022
		007439/1	PW SHOP SUPPLIES	4	12/19/2022	4.84	.00	4.84	12/30/2022
		007440/1	WATER UTILITY SUPPLIE	1	12/19/2022	4.49	.00	4.49	12/30/2022
		007446/1	ICE SCRAPER	1	12/19/2022	23.38	.00	23.38	12/30/2022
		007483/1	FACILITY SUPPLY	1	12/27/2022	58.49	.00	58.49	12/30/2022
		007492/1	GENERATOR MAINTENA	1	12/28/2022	4.36	.00	4.36	01/05/2023
		007492/1	GENERATOR MAINTENA	2	12/28/2022	1.18	.00	1.18	01/05/2023
		007492/1	GENERATOR MAINTENA	3	12/28/2022	1.18	.00	1.18	01/05/2023
		007492/1	GENERATOR MAINTENA	4	12/28/2022	1.18	.00	1.18	01/05/2023
		007502/1	FILLER CAP	1	12/29/2022	5.84	.00	5.84	01/05/2023
		007529/1	PW SUPPLIES	1	01/03/2023	10.70	.00	10.70	01/05/2023
		007529/1	PW SUPPLIES	2	01/03/2023	2.92	.00	2.92	01/05/2023
		007529/1	PW SUPPLIES	3	01/03/2023	2.92	.00	2.92	01/05/2023
		007529/1	PW SUPPLIES	4	01/03/2023	2.92	.00	2.92	01/05/2023
		007542/1	MC FACILITY MAINTENA	1	01/04/2023	17.98	.00	17.98	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17569:						370.53	.00	370.53	
17607	LIBRARY IDEAS LLC	95231	VOX BOOKS	1	12/07/2022	521.32	.00	521.32	12/22/2022
Total 17607:						521.32	.00	521.32	
17617	STEVEN R BASSETT INC	84543	HAZARD TREE REMOVE-	1	12/30/2022	5,300.00	.00	5,300.00	01/05/2023
		94346	TREE REMOVALS	1	12/07/2022	3,100.00	.00	3,100.00	12/22/2022
		94413	TREE REMOVALS	1	12/13/2022	5,620.00	.00	5,620.00	12/22/2022
Total 17617:						14,020.00	.00	14,020.00	
17659	BARRON'S	122222	NEWSPAPER SUBSCRIP	1	12/22/2022	119.94	.00	119.94	12/30/2022
Total 17659:						119.94	.00	119.94	
17671	UW HEALTH	1244075	INSTRUCTOR COURSE	1	12/20/2022	960.00	.00	960.00	12/30/2022
Total 17671:						960.00	.00	960.00	
17672	WISCONSIN POLICE LEA	7758	CONFERENCE REGISTR	1	11/07/2022	250.00	.00	250.00	01/05/2023
Total 17672:						250.00	.00	250.00	
17675	POWERDMS, INC	INV-28026	POWER DMS ANNUAL SU	1	11/03/2022	1,648.50	.00	1,648.50	01/05/2023
Total 17675:						1,648.50	.00	1,648.50	
17685	INGRAM LIBRARY SERVI	62878679	BOOKS	1	12/12/2022	350.01	.00	350.01	12/30/2022
		62879993	BOOKS	1	12/20/2022	189.94	.00	189.94	12/30/2022
		62880548	BOOKS	1	12/21/2022	718.58	.00	718.58	12/30/2022
		62881507	BOOKS	1	12/27/2022	267.14	.00	267.14	01/05/2023
		67546072	BOOKS	1	11/26/2022	195.45	.00	195.45	12/30/2022
		67550338	BOOKS	1	12/09/2022	288.87	.00	288.87	12/22/2022
		67554970	BOOKS	1	12/27/2022	174.70	.00	174.70	01/05/2023
Total 17685:						2,184.69	.00	2,184.69	
17717	EPPLI, RANDY & SHERAL	122222	REFUND TAX PAYMENT -	1	12/22/2022	8,503.75	.00	8,503.75	12/30/2022
Total 17717:						8,503.75	.00	8,503.75	
17759	WESTBURY, BRYAN	BW122322	PLOW MEALS	1	12/23/2022	27.19	.00	27.19	01/05/2023
Total 17759:						27.19	.00	27.19	
17760	WILSON, CLAYTON	CW122322	PLOW MEALS	1	12/23/2022	40.00	.00	40.00	01/05/2023
Total 17760:						40.00	.00	40.00	
17770	SJE	CD99464750	MCDANIEL PARK GRIND	1	12/28/2022	13,962.00	.00	13,962.00	01/05/2023
Total 17770:						13,962.00	.00	13,962.00	
17776	RELIABLE FLOOR CARE	24915	CARPET CLEANING	1	12/29/2022	2,548.79	.00	2,548.79	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17776:						2,548.79	.00	2,548.79	
17778	JP CULLEN	21015	PAYAPP #13 - PUBLIC SA	1	11/30/2022	1,605,841.	.00	1,605,841.	12/30/2022
Total 17778:						1,605,841.	.00	1,605,841.	
17782	GFC LEASING - WI	I00781517	COPIER LEASE	1	11/30/2022	181.93	.00	181.93	12/22/2022
Total 17782:						181.93	.00	181.93	
17784	FINDAWAY WORLD LLC	415919	PLAYAWAY KITS	1	12/21/2022	849.95	.00	849.95	12/30/2022
Total 17784:						849.95	.00	849.95	
17789	TRANSUNION RISK AND	6174432-202	DATA SEARCH SERVICE	1	01/01/2023	81.90	.00	81.90	01/05/2023
Total 17789:						81.90	.00	81.90	
17798	HOWARD, DARRELL & EI	011023	PROPERTY TAX OVERPA	1	01/10/2023	587.82	.00	587.82	01/05/2023
Total 17798:						587.82	.00	587.82	
17820	CLEAN LAKES ALLIANCE	LP2023	ANNUAL MEMBERSHIP	1	01/02/2023	500.00	.00	500.00	01/05/2023
Total 17820:						500.00	.00	500.00	
17845	DANE COUNTY TREASU	42993	MEDICAL SUPPLIES	1	12/27/2022	304.15	.00	304.15	12/30/2022
Total 17845:						304.15	.00	304.15	
17855	THOMPSON, JORDAN	JT122322	PLOW MEALS	1	12/23/2022	24.84	.00	24.84	01/05/2023
Total 17855:						24.84	.00	24.84	
17876	LONIGRO, AMIA	120122	POST ELECTION EQUIPM	1	12/01/2022	48.00	.00	48.00	12/16/2022
Total 17876:						48.00	.00	48.00	
17909	SHORT ELLIOTT HENDRI	437894	MUNICIPAL CENTER MAS	1	12/12/2022	900.00	.00	900.00	12/22/2022
Total 17909:						900.00	.00	900.00	
17936	TABBY & JACK'S	17606	SUPPLIES FOR RUDY	1	12/27/2022	123.97	.00	123.97	01/05/2023
Total 17936:						123.97	.00	123.97	
17953	RES GREAT LAKES, LLC	IN33187	CONSERVANCY MANAG	1	12/08/2022	3,035.00	.00	3,035.00	12/22/2022
Total 17953:						3,035.00	.00	3,035.00	
17962	DESIGNCRAFT LLC	8807	MARKETING ASSESSME	1	11/18/2022	1,775.00	.00	1,775.00	12/30/2022
Total 17962:						1,775.00	.00	1,775.00	
17976	GAFFNEY, AUSTIN	AG122222	PLOW MEALS	1	12/22/2022	20.00	.00	20.00	01/05/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17976:						20.00	.00	20.00	
17986	SPARTAN ANIMAL HOSPI	120622	REFUND CREDIT ON AC	1	12/06/2022	429.87	.00	429.87	12/16/2022
Total 17986:						429.87	.00	429.87	
17989	LRS HOLDINGS, LLC	0003151633	PORTABLE RESTROOM	1	12/15/2022	1,229.00	.00	1,229.00	12/30/2022
Total 17989:						1,229.00	.00	1,229.00	
17990	LEXIPOL, LLC	INVLEX1422	LEXIPOL ANNUAL	1	12/15/2022	6,845.40	.00	6,845.40	01/05/2023
Total 17990:						6,845.40	.00	6,845.40	
18007	THE SPAULDING GROUP	121922	REFUND OVERPAYMENT	1	12/19/2022	15.30	.00	15.30	12/30/2022
Total 18007:						15.30	.00	15.30	
18008	VCA VETERINARY EMER	923357109	RUDY EMERGENCY VISI	1	12/12/2022	359.33	.00	359.33	12/22/2022
		923357573	RUDY EMERGENCY VISI	1	12/26/2022	66.15	.00	66.15	01/05/2023
Total 18008:						425.48	.00	425.48	
18014	SCHUELLER, JOSH	JS122222	UNIFORM ALLOWANCE -	1	12/22/2022	150.00	.00	150.00	01/05/2023
		JS122222	PLOW MEALS	2	12/22/2022	19.71	.00	19.71	01/05/2023
Total 18014:						169.71	.00	169.71	
18019	NEWTON, DAVE	DN122222	PLOW MEALS	1	12/22/2022	25.78	.00	25.78	01/05/2023
Total 18019:						25.78	.00	25.78	
18034	HAWKINS, INC	6318582	WATER SYSTEM CHEMIC	1	10/21/2022	1,730.80	.00	1,730.80	01/05/2023
		6365820	WATER SYSTEM CHEMIC	1	12/20/2022	992.40	.00	992.40	01/05/2023
Total 18034:						2,723.20	.00	2,723.20	
18037	MORSE, ROBERT	121422	XMAS ENTERTAINERS	1	12/14/2022	150.00	.00	150.00	12/14/2022
Total 18037:						150.00	.00	150.00	
18038	KANE, PATRICK	120122	POST ELECTION EQUIPM	1	12/01/2022	90.00	.00	90.00	12/16/2022
Total 18038:						90.00	.00	90.00	
18039	SYMONS, NICOLA	120122	POST ELECTION EQUIPM	1	12/01/2022	78.00	.00	78.00	12/16/2022
Total 18039:						78.00	.00	78.00	
18040	GUSSICK, SHARYN	121422	REFUND CREDIT BALAN	1	12/14/2022	402.78	.00	402.78	12/16/2022
Total 18040:						402.78	.00	402.78	
18041	ELECTRICAL SOLUTIONS	15173	TID 3 FACILITY MAINTEN	1	12/06/2022	1,009.00	.00	1,009.00	12/30/2022

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 18041:						1,009.00	.00	1,009.00	
18042	FOGES, MATTHEW	080822	RETURN DISC GOLF FEE	1	08/08/2022	15.00	.00	15.00	12/30/2022
Total 18042:						15.00	.00	15.00	
18043	OVERDRIVE, INC	CD00669224	DIGITAL MATERIALS	1	12/13/2022	1,000.00	.00	1,000.00	12/30/2022
		CD00669224	DIGITAL MATERIALS	1	12/28/2022	4,000.00	.00	4,000.00	01/05/2023
Total 18043:						5,000.00	.00	5,000.00	
18044	MEIERK9	121122	RUDY SUPPLIES	1	12/11/2022	385.00	.00	385.00	01/05/2023
Total 18044:						385.00	.00	385.00	
18045	FARGO, SAMANTHA	121922	REFUND OVERPAYMENT	1	12/19/2022	55.86	.00	55.86	12/30/2022
Total 18045:						55.86	.00	55.86	
18046	KLEINFELD, MARGO & S	122222	REFUND CREDIT BALAN	1	12/22/2022	317.31	.00	317.31	12/30/2022
Total 18046:						317.31	.00	317.31	
18047	911 RESPONSE LIGHTS L	SO-220225	911 RESPONSE LIGHTS	1	11/08/2022	1,086.00	.00	1,086.00	01/05/2023
Total 18047:						1,086.00	.00	1,086.00	
18048	ARGO ADVENTURE	21270	2023 ARGO RESPONDER	1	12/28/2022	33,309.10	.00	33,309.10	01/05/2023
Total 18048:						33,309.10	.00	33,309.10	
18049	GOBEN, DON	122922	REFUND ON UTILITY AC	1	12/29/2022	65.98	.00	65.98	12/30/2022
Total 18049:						65.98	.00	65.98	
18050	WELLS, KIMBERLY	122922	REFUND CREDIT ON UTI	1	12/29/2022	803.80	.00	803.80	12/30/2022
Total 18050:						803.80	.00	803.80	
18051	FRANCHEK, DAVID & JEN	123022	REFUND CREDIT ON UTI	1	12/30/2022	483.30	.00	483.30	12/30/2022
Total 18051:						483.30	.00	483.30	
18052	ORLOFF, DANIEL	DO123122	PLOW MEALS	1	12/31/2022	37.62	.00	37.62	01/05/2023
		DO123122	UNIFORM ALLOWANCE	2	12/31/2022	315.63	.00	315.63	01/05/2023
Total 18052:						353.25	.00	353.25	
18053	HALVERSON, JILL	011023	PROPERTY TAX OVERPA	1	01/10/2023	1,250.05	.00	1,250.05	01/05/2023
Total 18053:						1,250.05	.00	1,250.05	
18054	BORKOWSKI, MICHAEL &	011023	PROPERTY TAX OVERPA	1	01/10/2023	404.08	.00	404.08	01/05/2023
Total 18054:						404.08	.00	404.08	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
18055	NELSON, DALE & AMY	011023	PROPERTY TAX OVERPA	1	01/10/2023	2,137.86	.00	2,137.86	01/05/2023
Total 18055:						2,137.86	.00	2,137.86	
18056	LA MAR, COLIN & JESSIC	011023	PROPERTY TAX OVERPA	1	01/10/2023	237.49	.00	237.49	01/05/2023
Total 18056:						237.49	.00	237.49	
18057	GOBEN, DON & DONAVA	011023	PROPERTY TAX OVERPA	1	01/10/2023	609.80	.00	609.80	01/05/2023
Total 18057:						609.80	.00	609.80	
18058	FISH, JOHN & HEATHER	011023	PROPERTY TAX OVERPA	1	01/10/2023	591.20	.00	591.20	01/05/2023
Total 18058:						591.20	.00	591.20	
18059	DOLL, PHILIP & JANET	011023	PROPERTY TAX OVERPA	1	01/10/2023	7.84	.00	7.84	01/05/2023
Total 18059:						7.84	.00	7.84	
18060	SMITH, LESLEY	011023	PROPERTY TAX OVERPA	1	01/10/2023	237.49	.00	237.49	01/05/2023
Total 18060:						237.49	.00	237.49	
18061	YACKOVICH, NICK & AMY	011023	PROPERTY TAX OVERPA	1	01/10/2023	138.95	.00	138.95	01/05/2023
Total 18061:						138.95	.00	138.95	
18062	HALE, BRIAN & DARLA	011023	PROPERTY TAX OVERPA	1	01/10/2023	88.52	.00	88.52	01/05/2023
Total 18062:						88.52	.00	88.52	
18063	HARDIMAN, MICHAEL & E	011023	PROPERTY TAX OVERPA	1	01/10/2023	656.93	.00	656.93	01/05/2023
Total 18063:						656.93	.00	656.93	
18064	JACOB LIVING TR, RYAN	011023-1	PROPERTY TAX OVERPA	1	01/10/2023	.36	.00	.36	01/05/2023
		011023-2	PROPERTY TAX OVERPA	1	01/10/2023	.36	.00	.36	01/05/2023
		011023-3	PROPERTY TAX OVERPA	1	01/10/2023	484.90	.00	484.90	01/05/2023
Total 18064:						485.62	.00	485.62	
18065	SCHLUTER, STEVEN & S	011023	PROPERTY TAX OVERPA	1	01/10/2023	237.49	.00	237.49	01/05/2023
Total 18065:						237.49	.00	237.49	
Grand Totals:						2,742,978.	.00	2,742,978.	

Report Criteria:
Detail report type printed

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Public Works**

CONTACT: **Lee Igl, Streets/Utilities Superintendent**

AGENDA ITEM: **Motion to approve the design of Lift Station #2 and authorize the Village Engineer to bid for the project as recommended by the Public Works & Utilities Committee.**

PREVIOUS ACTION:
The Public Works & Utilities Committee recommended approval to the Village Board regarding the solar ready Lift Station #2 design as presented and further requested authorization for the Village Engineer to bid for the project with the understanding there will be an RFP for a solar project in the future at their December 21, 2022 meeting.

ISSUE SUMMARY:
Lift Station #2, located along Pheasant Run, is in the process of planning for an upgrade. This station was constructed back in the late 1970's and is an underground steel-canned unit that houses the pumps and motors along with controls. This station handles over 50% of the village's daily volume of sewage pumped into Madison Metropolitan Sewerage District's conveyance pipes. Lift station #2 is responsible for handling the ongoing growth on the eastside of the village. Design work is needed this year in order to proceed with construction next year, 2023.

Village staff met with engineering personnel from Town & Country Engineers to discuss the needs of a station to handle today's flows while looking into future projections related to village growth on the east side. As part of the concept of a building layout, confined space entry elimination was included. This elimination helps to promote worker safety. Another aspect of the design is the inclusion of a permanent indoor backup electrical generator with an instantaneous start. All new controls along with pumping apparatuses are being planned to be incorporated too.

The current wetwell, where the sewage is stored until pumping time, will be turned into a manhole structure. A new wetwell will be constructed to accommodate the new submissible pumping system along with capacity for future growth.

The Public Works & Utilities Committee previously reviewed the draft plans at their September 26, 2022 meeting and updated plans were reviewed by the committee at their November 28th meeting.

Also included within the packet are public comments received related to a mailer sent regarding the upcoming project. The issues or concerns identified in the enclosed documents include:

- Storage and it infringing upon conservation areas and may impact associated wetlands
- The footprint of the structure would not meet minimum setback requirements and the proposed building is too large for the site.
- The bathroom is not necessary.
- The impact on the existing users' and homeowners' viewscapes.
- The impervious pavement could impact water runoff.

The staff has attempted to accommodate each of these items within the updated design included in the packet.
Staff are seeking recommendation for design approval as presented and authorizing the project for bidding.

FINANCIAL/BUDGET IMPACT:
The 2023 Budget was adopted by the Village Board on November 22, 2022. This included total funding for the project at $2,000,000 supported by the Utility Fund and specifically sanitary sewer service. Final costs will be reconciled against availability of budget based on bid results to be received in the first part of next year.

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Recommended motion:

Motion, second to recommend approval of the design presented for Lift Station #2 and further request authorization for the Village Engineer to bid for the project.

ATTACHMENTS:
1. Lift Station 2 public comment 1
2. Lift Station 2 public comment 2
3. Lift Station 2 public comment 3
4. Responses to Resident Concerns
5. LIFT STATION Design Plan OPT8
6. MC 198 BASE-PLAN

Aimee Irwin

From: Jennifer Heaton-Amrhein <jimandjenni@gmail.com>
Sent: Monday, October 24, 2022 1:24 PM
To: Public Works
Subject: Public Comments re: Lift station #2

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Public Works and Utilities Committee,

I am writing in regards to the proposed reconstruction of Lift Station #2 at the corner of Fox Run and Pheasant Run. Based on the letter I received in the mail, I agree that there is need to upgrade this lift station to manage the growing needs of the Village.

My concerns are as follows:

1) The letter sent by the village, while much appreciated, was extremely vague and did not in any way make this sound like it would include new, large construction for vehicle storage and a restroom with it. If public communication is going to be sent out, having it explain the extent of the project would have been nice.

2) The project is way too large for the site, which is adjacent to the Grandview Conservancy, wetlands and a residential area. There is no need for a large vehicle storage facility and restroom to be placed on THIS site. Vehicle storage could easily be located at Orchard Hill Park, which has existing buildings that could either be renovated and repurposed or torn down and replaced. This site would not impact any wetlands, viewscapes or homeowners. If that site is not acceptable, the municipal center should have room available as a result of the very large new public safety facility.

3) A bathroom—either for the public or employees—is not needed here. Lewis Park, which has bathroom facilities, is less than 1/4 mile away. The Municipal Center and Library are also within about 1/4-1/2 mile. While I strongly agree that bathroom facilities should be included in newly developed park areas, one is not needed here. If you were going to site a new restroom facility, Egner Park—given the heavy use of that playground by young children and basketball players—or Orchard Hill Park—which includes the new disc golf course and heavily used walking trails—make the most sense.

In conclusion, I support the new lift station 2, but ask that the auxiliary buildings that currently are planned be sited elsewhere, in a more appropriate location that does not impact the wetlands or existing users' and homeowners' viewscapes.

Thank you,

Jennifer Heaton-Amrhein
6410 Fox Run
McFarland, WI 53558
--
Jim Amrhein and Jennifer Heaton-Amrhein

Aimee Irwin

From: amrheinjim <amrheinjim@gmail.com>
Sent: Monday, October 24, 2022 1:00 PM
To: Public Works
Subject: Public comment for 10-24-22 mtg

Follow Up Flag: Follow up
Flag Status: Flagged

I am commenting on the proposed changes to Lift Station #2 off Pheasant Run. In looking at the design, I understand the need to expand the lift station to accommodate McFarland's growing needs. I also am supportive of an infrastructure that helps preserve the longevity of the pump house and associated functions.

However, the current draft design goes well beyond that in including a storage area for vehicles. This requires the footprint to infringe upon the conservation area and may impact associated wetlands. The footprint also does not take into account the neighboring residences in that it would only meet the minimum setback requirements. Both of these factors lead me to believe the structure is too large for such a site. Having a vehicle storage structure would also require additional impervious surface which is detrimental to the adjacent conservation area and wetlands. Imagine walking past the "Grandview Conservancy" park sign against the backdrop of this large, out-of-place building. It would certainly interrupt the beautiful viewshed the residents now enjoy as they walk from Marshwoods Park, past the MaHunt property and on to Grandview Park and the boardwalk. In short, such a building is out of character with the site.

So while I can support enhancement of the pumphouse infrastructure, I believe an alternative site should be sought with regards to the vehicle storage.

Thank you for your attention to this matter.

Sincerely,

Jim Amrhein
6410 Fox Run
McFarland

Sent from my U.S.Cellular© Smartphone

Aimee Irwin

From: Luke Fessler <luke@thefesslers.com>
Sent: Tuesday, November 1, 2022 4:48 PM
To: Public Works; Cassandra Suettinger; Carolyn Clow; Hilary Brandt
Subject: Public comment for Public Works committee regarding Lift Station #2

I'm commenting on the proposed construction for Life Station #2 that was discussed at the 9/26 Public Works Committee meeting and would like my comments to be part of the public record on this item.

I understand and support the village's need to improve the infrastructure for the lift station, however, the current proposed design includes additional amenities that are unnecessary for its function. These additional features will make the building too large and out of character for the small lot and are a stark contrast to the surrounding conservation area and wetlands. Setting the building far to the South on the site also includes a large, impervious pavement to be built across a large percentage of the site that could have an impact on the water runoff and retention to the adjacent wetlands and creek running through Grandview Conservancy.

Further, I am a member of the Village's Parks & Recreation committee which I joined because I believe McFarland's parks, lakes, and conservancies are one of our greatest assets and are a huge draw to our community that I would like us to preserve. I think a decision to put a large building on this lot is at odds with the great work that our Public Works department and Parks staff have done over the past 5 years to increase the beauty and accessibility of our villages natural spaces.

As a taxpayer, I don't believe the best use of funds is to put a staff bathroom or any storage/parking at this site. Bathrooms are already minutes away at Lewis Park, Orchard Hill Park, the Village Admin Building, and the Public Works Building. Regarding storage, I believe the village should consider alternate sites such as space at William McFarland park or a structure in the future McFarland Community Park. It is also my understanding that the Public Works department may gain additional storage at their existing building once our new Public Safety Center is completed and they are no longer storing other departments' items (e.g. Engine 481, the village's retired Fire Truck).

In summary, I urge the Public Works department and Public Works committee to reconsider the current plan and put a minimal structure on the site that will only address the lift station's generator needs and preserve as much of the site's current aesthetic near the Grandview Conservancy wetlands.

Thank you.
-Luke Fessler

6409 Fox Run
McFarland

Village of McFarland

Lift Station #2 Reconstruction

Responses to Resident Concerns

Issue/Concern:

The addition of a vehicle stall and storage area within the facility infringes upon the conservation area and associated wetlands

Response:

The Village has retained an environmental consulting firm specializing in the identification of wetland boundaries. They performed a delineation of the adjacent wetland boundaries over the summer of 2022. This delineation has been reviewed by the Wisconsin Department of Natural Resources (WDNR) who have since concurred with the report findings. The wetland boundaries identified by this work have been incorporated into the project drawings and no impacts to neighboring wetlands are anticipated.

Issue/Concern:

Footprint would not meet minimum setback requirements and/or proposed building is too large for the site

Response:

The initial draft of the building layout included 2 garage bays. Since then, the overall building footprint has been shrunk as a result of reducing the number of garage bays to 1. The latest iterations of potential building layouts all meet the setback requirements of the original lot. Additionally, it is anticipated that a new CSM will be recorded in December 2022 to move the eastern lot line of the parcel further to the east. This move will allow the building to exceed setbacks if desired and will allocate additional space for stormwater treatment.

It should be noted here that under Village Ordinance Sec. 62-257 (d), this structure is exempt from typical setback requirements. However, the Village does intend to meet or exceed the minimum setback requirements for this lot

Issue/Concern:

A bathroom is unnecessary within this facility

Response:

In order for Village staff to perform the required maintenance duties, a utility sink and drain will be required. As a result, incorporating a bathroom into the station layout is merely the addition of internal walls and a toilet to the space. This does not result in any significant amount of additional exterior building footprint required. Incorporating a bathroom into the station design will provide Village staff with a necessary amenity at this remote maintenance location.

Issue/Concern:

The building will have impacts to the viewshed of the park users and of the neighboring residences

Response:

The addition of a new above-ground structure to this location will certainly have some impact on the visual aspect of the area. However, an above-ground structure is necessary to accomplish the worker safety and system reliability improvements desired with this improvement. It is not feasible or practical to locate the facility on a different site due to the inherent nature of this type of infrastructure. The Village is designing this project with a goal of minimizing this impact by purposefully selecting building finish materials, architectural design, and building lot placement.

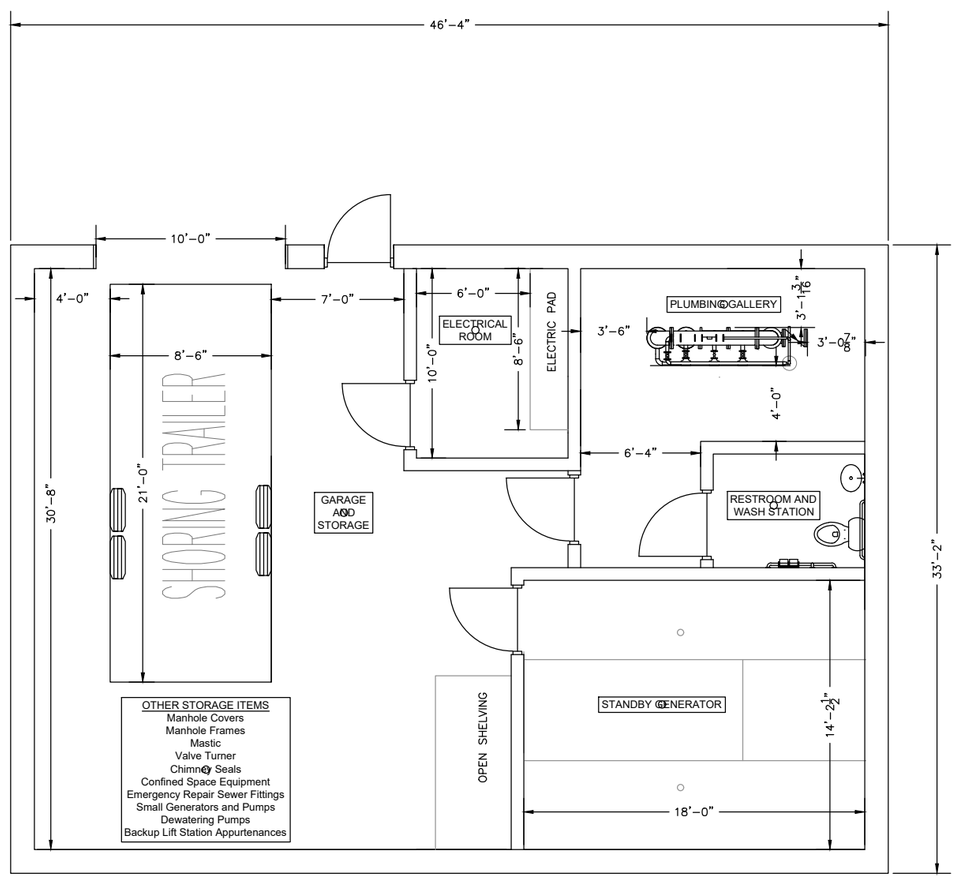
Issue/Concern:

Additional impervious areas on the site will negatively impact water quality and increase runoff

Response:

This project will be designed to be compliant with Village, Dane County, and WDNR stormwater management regulations. This will include the use of to-be-determined stormwater treatment elements such as infiltration trench, permeable pavement, or bio-retention areas. These stormwater regulations are stringent and requirements include that the site must be developed to pre-existing peak runoff flow rates, utilize green infrastructure, and control suspended solids runoff. More information on these regulations can be found within the Village's and Dane County's stormwater ordinances.

PRELIMINARY



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GENERAL NOTES

1. REFER TO ARCHITECTURAL, STRUCTURAL, PLUMBING, HVAC, AND ELECTRICAL DRAWINGS FOR ADDITIONAL DEMOLITION AND MODIFICATIONS NOT LISTED HERE.

X REMOVAL NOTES

1.

X KEY NOTES

1.

TOWN & COUNTRY ENGINEERING, INC.
6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net

PROCESS PLAN AND SECTIONS
STRUCTURE 1

2023 LIFT STATION 2 IMPROVEMENTS
Marsh Woods Drive
Village of McFarland, Wisconsin

PROJECT NO.: MC 198
DRAWING FILE: LIFT STATION 2-M
DRAWN BY: T.J.S.
CHECKED BY: B.R.B.
DATE: 12-6-22
REVISIONS:
SCALE: 0 1 2 4 FEET
SHEET: 1

TOWN & COUNTRY ENGINEERING, INC.
6264 Nesbitt Road
Madison, WI 53719
(608) 273-3350
www.tcengineers.net

LIFT STATION 2 SITE PLAN

2023 LIFT STATION 2 IMPROVEMENTS
Marsh Woods Drive
Village of McFarland, Wisconsin

PROJECT NO.:	MC 198
DRAWING FILE:	MC 198 BASE.DWG
DRAWN BY:	T.J.S.
CHECKED BY:	X.X.X
DATE:	12-6-22
REVISIONS:	
SCALE:	0 5 10
SHEET:	1

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Public Works**

CONTACT: **Lee Igl, Streets/Utilities Superintendent**

AGENDA ITEM: **Motion to reject the single bid received from Speedway Sand and Gravel Inc. for the 2023 Sidewalk Replacement project as recommended by the Public Works & Utilities Committee.**

PREVIOUS ACTION:
The Public Works & Utilities Committee recommended approval to the Village Board of the 2023 Sidewalk Replacement project and authorized the project for bid at their August 22, 2022 meeting.

The Village Board approved the 2023 Sidewalk Replacement project and authorized the project for bid at their September 13, 2022 meeting.

The Public Works & Utilities Committee recommended to the Village Board to reject the single bid received from Speedway Sand and Gravel Inc. regarding the 2023 sidewalk replacement project at their December 21, 2022 meeting.

ISSUE SUMMARY:
Property owners are the maintaining authority of the sidewalk adjacent to their property. To assist property owners with correction of structural deficiencies with concrete sidewalks and ramps, the Department of Public Works inspects and corrects and/or replaces defective sidewalk sections on an annual basis. This process is driven by inspections and citizen requests/inquiries. Replacement areas are logged on our GIS system. Residents are not assessed for this work as funds in the Public Works budget cover this.

In an effort to streamline the process as contractors' schedules fill up rather quickly, the department issued a bid for the project early, in order to secure pricing and a time slot to have the work completed.

Attached maps of the proposed work areas are preliminary. Work in these areas could change due to some of the 2022 work that was completed.

The Sidewalk Replacement Project was put out for bid by Town & Country. Only one bid was received for the project. It was from Speedway Sand and Gravel Inc. The bid cost was $5.74 a square foot more than the 2022 price paid. Staff are seeking recommendation to reject the bid received.

FINANCIAL/BUDGET IMPACT:

The funds for the 2023 Sidewalk Replacement project are included within the Capital Projects account in the 2023 budget.

VILLAGE PLAN REFERENCE:
None.

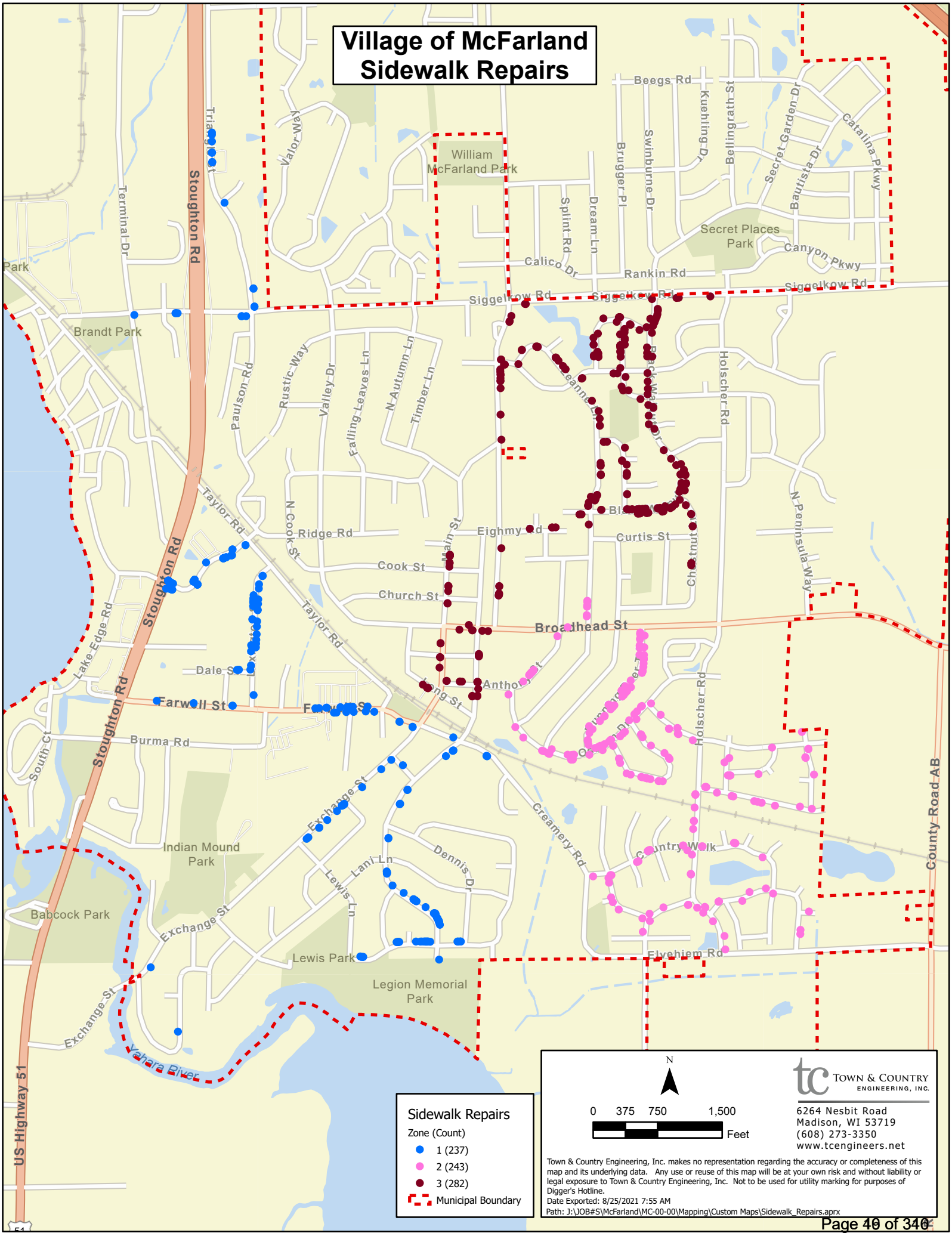
ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Recommended motion:

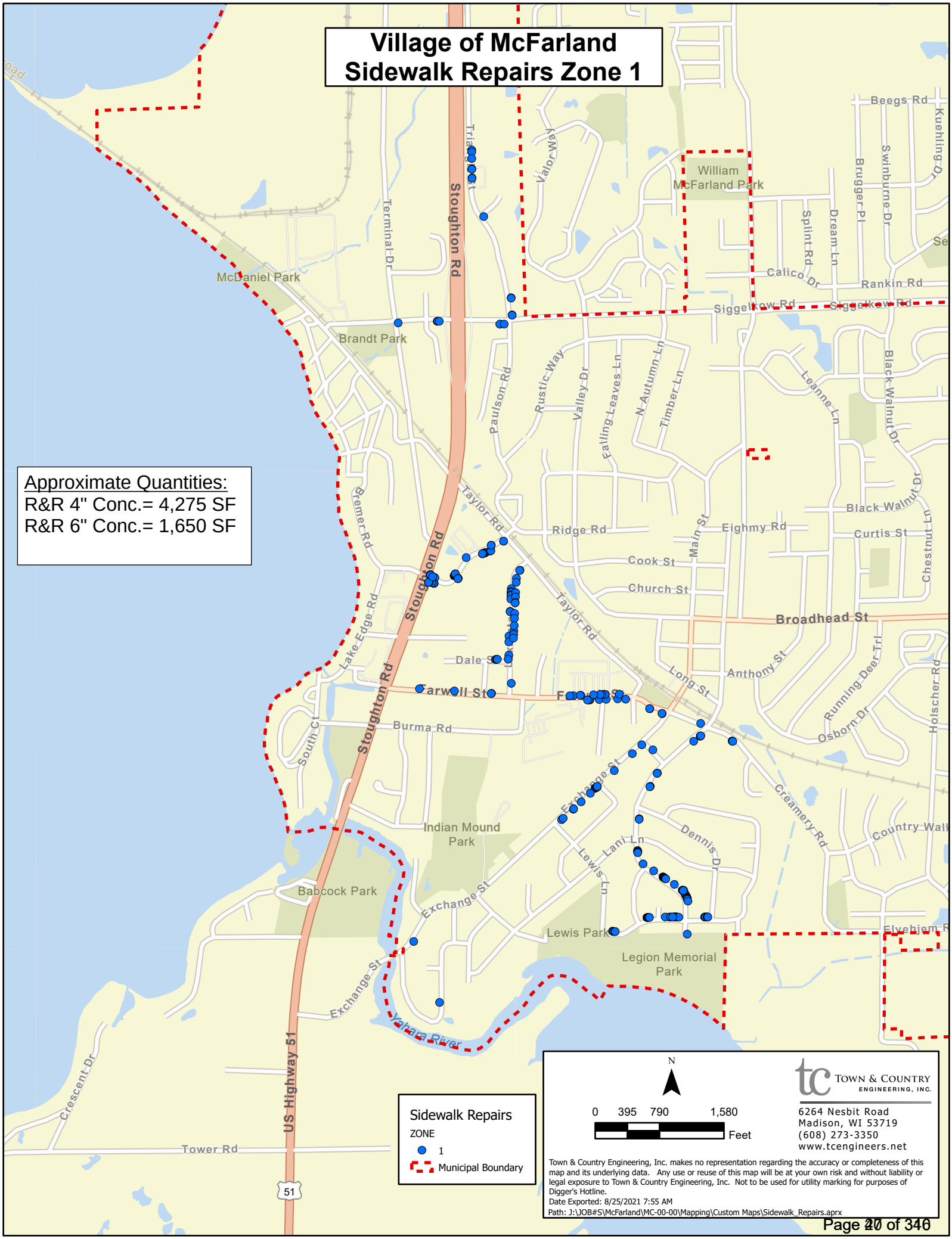
Motion, second to recommend rejecting the single bid received from Speedway Sand and Gravel Inc. for the 2023 Sidewalk Replacement project.

ATTACHMENTS:
1. Sidewalk Repairs

Village of McFarland Sidewalk Repairs



Village of McFarland Sidewalk Repairs Zone 1



VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Public Works**

CONTACT: **Lee Igl, Streets/Utilities Superintendent**

AGENDA ITEM: **Motion to approve the design as presented for water main improvements along Taylor Road an authorize the Village Engineer to bid for the project as recommended by the Public Works & Utilities Committee.**

PREVIOUS ACTION:
The Public Works & Utilities Committee recommended approval to the Village Board regarding the design as presented for water main improvements along Taylor Road and further requested authorization for the Village Engineer to bid the project at their December 21, 2022 meeting.

ISSUE SUMMARY:
The scope of this project is to replace the existing 8-inch water main parallel to the drainage area between the northern end of Spartan Drive and the southern edge of Taylor Road and from that point to the intersection of Taylor Road and Lexington Street. The Village has an existing water main along this corridor that was installed in the late 1970s and early 1980s. The water main has experienced multiple breaks recently. As the Village crews worked to repair the main breaks, they made assessments of the water main condition by observing samples of the interior and exterior of the pipe. These sections of pipe showed significant signs of premature deterioration. As a result of this assessment, replacement of this segment of water main has been planned for 2023. The project will involve the installation of approximately 1,450 lineal feet of new 8" water main.

The new water main is planned for installation within the same corridors as the existing water main. Between the northern end of Spartan Drive and Taylor Road, the new main will be installed in the off street property area owned by the Village. The new main parallel to Taylor Road is planned for installation under the southern edge of the existing roadway. Due to the existing pavement condition of Tayor Road and lack of existing utilities, the water main along this area is being planned for trenchless installation. Trenchless installation for the southern half of the project will be evaluated for potential alternate bidding as well. The project is expected to be bid with alternate pipe material options for all project areas.

FINANCIAL/BUDGET IMPACT:
Funds for the project are included within the upcoming 2023 budget under the Capital Projects Fund.

VILLAGE PLAN REFERENCE:
None.

VILLAGE OF
McFarland

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Recommended motion:

Motion, second to recommend approval of the design presented for water main improvements along Taylor Road and further request authorization for the Village Engineer to bid for the project.

ATTACHMENTS:
1. MC 203 ROLL-Layout1

VILLAGE OF MCFARLAND
2023 WATER MAIN REPLACEMENT
SPARTAN DRIVE AND TAYLOR ROAD

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Public Works**

CONTACT: **Sayer Larson, Parks Superintendent, Matt Schuenke, Village Administrator**

AGENDA ITEM: **Motion to approve the design, as presented, for the reconstruction of the skate park within William McFarland Park and authorize Parkitecture to bid for the project as recommended by the Parks & Recreation Committee.**

PREVIOUS ACTION:
The Parks & Recreation Committee recommended to the Village Board acceptance of the plan for the reconstruction of the Skate Park at William McFarland Park at their October 4, 2022 meeting.

The Village Board approved the plan for the reconstruction of the Skate Park at their October 11, 2022 meeting.

The Parks & Recreation Committee recommended to the Village Board the award of contract to Parkitecture for design and bidding services at their November 1, 2022 meeting.

The Village Board awarded contract to Parkitecture for design and bidding services at their November 10, 2022 meeting.

The Parks & Recreation Committee recommended to the Village Board approval of the design as presented for the reconstruction of the skate park within William McFarland Park and further requested authorization for Parkitecture to bid for the project at their January 3, 2023 meeting.

ISSUE SUMMARY:
Parkitecture will be present to review the enclosed design plans for the reconstruction of the skate park.

The project is proposed for construction in 2023 and has been accepted within the 2023-2027 Capital Improvement Plan as well as within the 2023 Budget.
The remaining schedule for the project is proposed as follows:

- January 3, 2023 - Parks & Recreation Committee: Recommendation to the Village Board to accept final design and authorize the project for bidding.
- January 10, 2023 - Village Board: Consider recommendation from the Committee on final design and authorize the project for bidding

VILLAGE OF
McFarland

- January 31, 2023 - Bid Opening at 10:00 a.m.
- February 7, 2023 - Parks & Recreation Committee: Recommendation to the Village Board on project award.
- February 14, 2023 - Village Board: Consider recommendation from the Committee on project award.
- Mid-March 2023 - Mobilization for construction
- June 1, 2023 - End Construction

This is a tentative schedule to provide perspective on next steps in the project should the design be approved and the project proceed through necessary approvals.

FINANCIAL/BUDGET IMPACT:
The 2023 Budget was approved to allocate $375,000 for the project. Current revenue and expense estimates are as follows:

Revenues - The following revenues are proposed to fund the project based on the updated estimate provided for this design:

$290,000	Borrowed Money (2023)
$ 35,000	Borrowed Money (2022)
$109,000	Parks Fund
$ 50,000	Fundraising
$484,000	Total Project Revenue

The budget allocation essentially accounted for the hard costs but also needs to address the soft costs. In order to address this, the anticipated borrowing for 2023 is increased from $225,000 to $290,000 to make up the difference as well as an increase in Parks Funds from $100,000 to $109,000. Borrowed monies already incurred in 2022 covered costs for planning, design, and bidding services. Fundraising thus far has collected about half of the targeted amount but will continue throughout the year in 2023. If there is a shortfall, the variance will be made up through the Parks Fund.

Expenses - Please note the following breakdown of project expenses to implement the project as proposed in the study:

$372,629	Construction Contract
$ 20,800	Site Amenities
$ 5,000	Security Cameras
$ 14,480	Planning
$ 18,960	Design Engineering/Bidding
$ 8,550	Construction Administration
$ 44,042	Contingency
$ (461)	Rounding
$484,000	Total Project Expense

These costs are based on most recent opinion of probable construction costs provided with this design. Final costs will be determined at the time of project award when bids have been opened which may require further reconciliation/adjustment to these expense and revenue assumptions.

VILLAGE PLAN REFERENCE:
McFarland Parks Master Plan
William McFarland Skatepark Plan

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Recommended action:

> *Motion, second to approve the design as presented for the reconstruction of the skate park within William McFarland Park and further authorize Parkitecture to bid for the project.*

ATTACHMENTS:
1. WMCF Skate Park Renderings
2. WMCF Skate Plans DRAFT
3. WMCF Skate Specs DRAFT

VIEW LOOKING NORTH

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison, WI 53717
608.886.6808
Parkitecture

SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
RENDERING VIEW 1

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/22/2022

Sheet Number
EXHIBIT 1

File: P:\22.053 McFarland Skate Park CDs\CAD\Image board.dwg Layout: Image 1 User: Blake Theisen Plotted: Dec 23, 2022 – 10:27am

VIEW LOOKING WEST

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison, WI 53717
608.886.6808
Parkitecture

SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
RENDERING VIEW 2

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/22/2022

Sheet Number
EXHIBIT 2

File: P:\22.053 McFarland Skate Park CDs\CAD\image board.dwg Layout: Image 2 User: Blake Theisen Plotted: Dec 23, 2022 – 10:27am

VIEW LOOKING SOUTH

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison,WI 53717
608.886.6808

SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
RENDERING VIEW 3

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/22/2022

Sheet Number
EXHIBIT 3

File: P:\22.053 McFarland Skate Park CDs\CAD\Image board.dwg Layout: Image 3 User: Blake Theisen Plotted: Dec 23, 2022 – 10:26am

VIEW LOOKING SOUTHWEST

File: P:\22.053 McFarland Skate Park CDs\CAD\Image board.dwg Layout: Image 4 User: Blake Theisen Plotted: Dec 23, 2022 – 10:26am

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison, WI 53717
608.886.6808
Parkitecture

SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
RENDERING VIEW 4

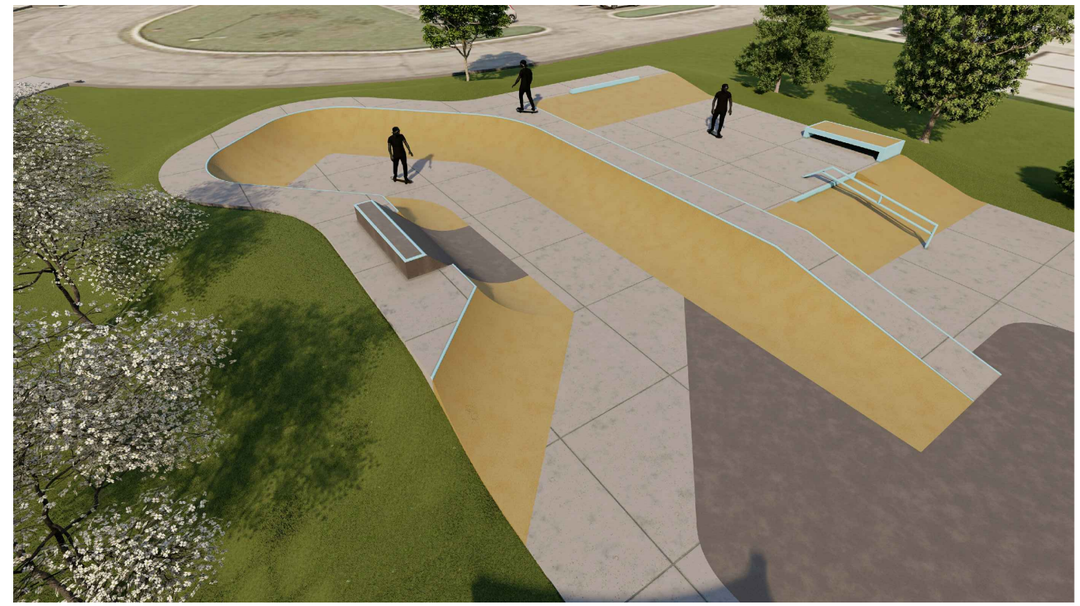
Revisions:

Project #: 22.053
Issued For: Review
Date: 12/22/2022

Sheet Number
EXHIBIT 4

VIEW ENLARGEMENT OF ENTRANCE

VIEW ENLARGEMENT LOOKING NORTH



VIEW ENLARGEMENT LOOKING WEST

OVERALL CONTEXTUAL PLAN

Sheet Size - 11x17

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison, WI 53717
608.886.6808
Parkitecture

SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
RENDERING VIEW 5

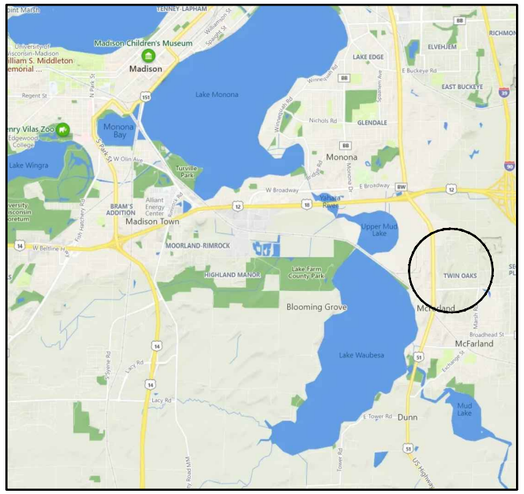
Revisions:

Project #: 22.053
Issued For: Review
Date: 12/22/2022

Sheet Number
EXHIBIT 5

File: P:\22.053 McFarland Skate Park CDs\CAD\Image board.dwg Layout: Image 5 User: Blake Theisen Plotted: Dec 23, 2022 – 10:26am

PROJECT LOCATION MAP



PROJECT ADDRESS:
4802 Marsh Road, McFarland, WI 53558

NTS

PROJECT OVERVIEW

SITE LOCATION PLAN

NTS

INDEX TO DRAWINGS	
T100	TITLE SHEET
C100	EXISTING CONDITIONS
C101	DEMOLITION AND EROSION CONTROL PLAN
C200	OVERALL SITE PLAN
C201	SITE PLAN + RESTORATION PLAN
C300	SITE GRADING PLAN
C900	CONSTRUCTION DETAILS
C901	CONSTRUCTION DETAILS
C902	CONSTRUCTION DETAILS
C903	CONSTRUCTION DETAILS
C904	CONSTRUCTION DETAILS
SK1.0	3D PERSPECTIVE
SK2.0	SPECIFICATIONS
SK2.1	SPECIFICATIONS
SK3.0	INFORMATION PLAN
SK4.0	COLOR PLAN
SK5.0	LAYOUT PLAN
SK6.0	GRADING + DRAINAGE PLAN
SK7.0	STEEL PLAN
SK8.0	SECTIONS
SK8.1	SECTIONS
SK8.2	SECTIONS
SK9.0	CONSTRUCTION DETAILS
SK9.1	CONSTRUCTION DETAILS
SK9.2	CONSTRUCTION DETAILS
SK9.3	CONSTRUCTION DETAILS

ISSUED FOR VILLAGE REVIEW

CIVIL ENGINEER:
PARKITECTURE + PLANNING
901 DEMING WAY, SUITE 102
MADISON, WI 53717
608.438.4253

LANDSCAPE ARCHITECT:
PARKITECTURE + PLANNING
901 DEMING WAY, SUITE 102
MADISON, WI 53717
608.886.6808

VILLAGE OF McFarland

WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK

VILLAGE OF MCFARLAND
MCFARLAND, WISCONSIN

PROJECT NUMBER 22.053

DIGGERS HOTLINE
Dial 811 or (800) 242-8511
www.DiggersHotline.com

Sheet Size - 11x17

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison,WI.53717
608.886.6808

SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

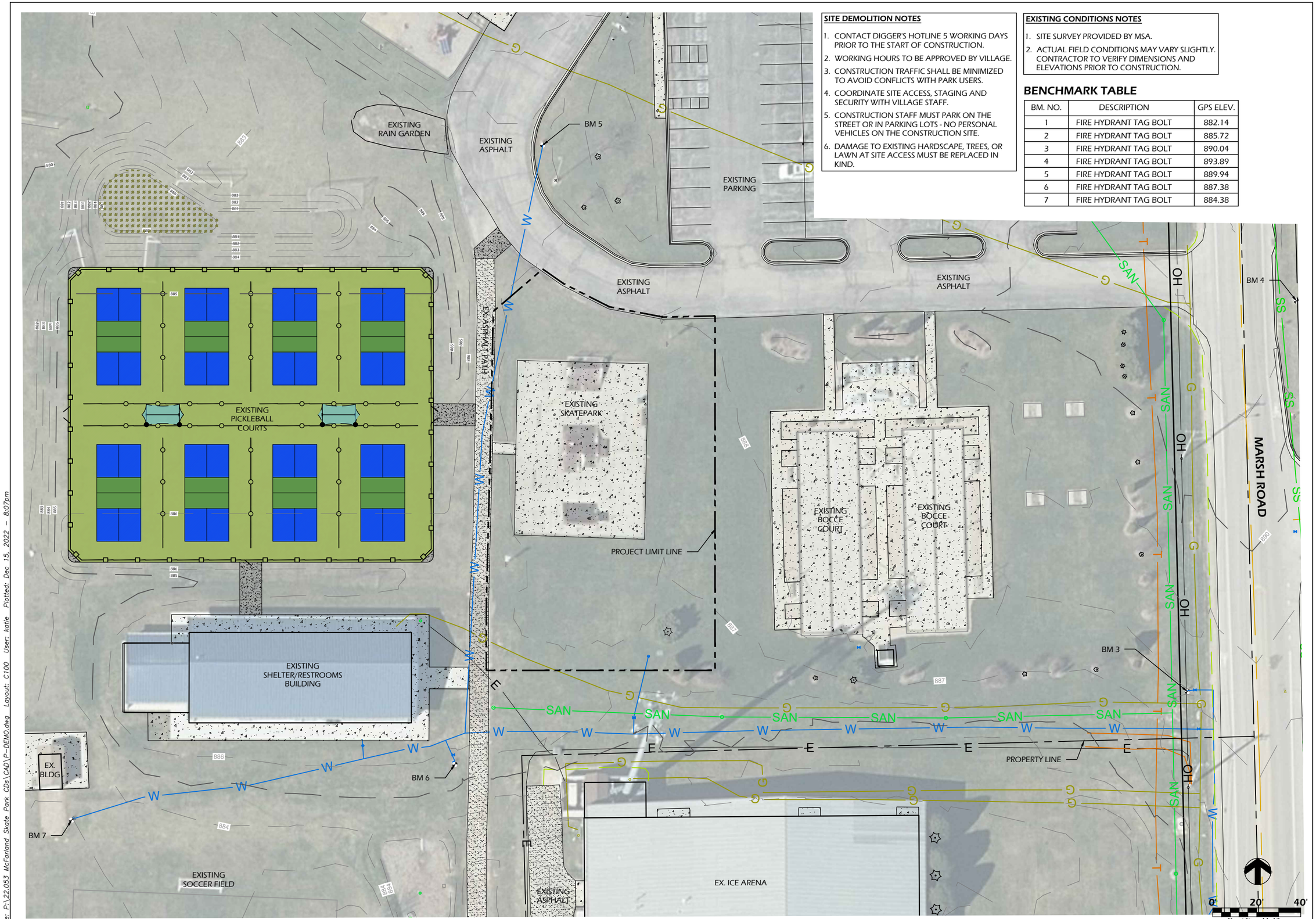
Sheet Title:
TITLE SHEET

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/15/2022

Sheet Number
T100

File: V:\22.053 McFarland Skate Park CDs\CAD\P-T.dwg Layout: T100 User: Blake Plotted: Dec 16, 2022 – 11:36am



SITE DEMOLITION NOTES

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
2. WORKING HOURS TO BE APPROVED BY VILLAGE.
3. CONSTRUCTION TRAFFIC SHALL BE MINIMIZED TO AVOID CONFLICTS WITH PARK USERS.
4. COORDINATE SITE ACCESS, STAGING AND SECURITY WITH VILLAGE STAFF.
5. CONSTRUCTION STAFF MUST PARK ON THE STREET OR IN PARKING LOTS - NO PERSONAL VEHICLES ON THE CONSTRUCTION SITE.
6. DAMAGE TO EXISTING HARDSCAPE, TREES, OR LAWN AT SITE ACCESS MUST BE REPLACED IN KIND.

EXISTING CONDITIONS NOTES

1. SITE SURVEY PROVIDED BY MSA.
2. ACTUAL FIELD CONDITIONS MAY VARY SLIGHTLY. CONTRACTOR TO VERIFY DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

BENCHMARK TABLE

BM. NO.	DESCRIPTION	GPS ELEV.
1	FIRE HYDRANT TAG BOLT	882.14
2	FIRE HYDRANT TAG BOLT	885.72
3	FIRE HYDRANT TAG BOLT	890.04
4	FIRE HYDRANT TAG BOLT	893.89
5	FIRE HYDRANT TAG BOLT	889.94
6	FIRE HYDRANT TAG BOLT	887.38
7	FIRE HYDRANT TAG BOLT	884.38

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Parkitecture
SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
EXISTING CONDITIONS

Revisions:

Project #: 22.053
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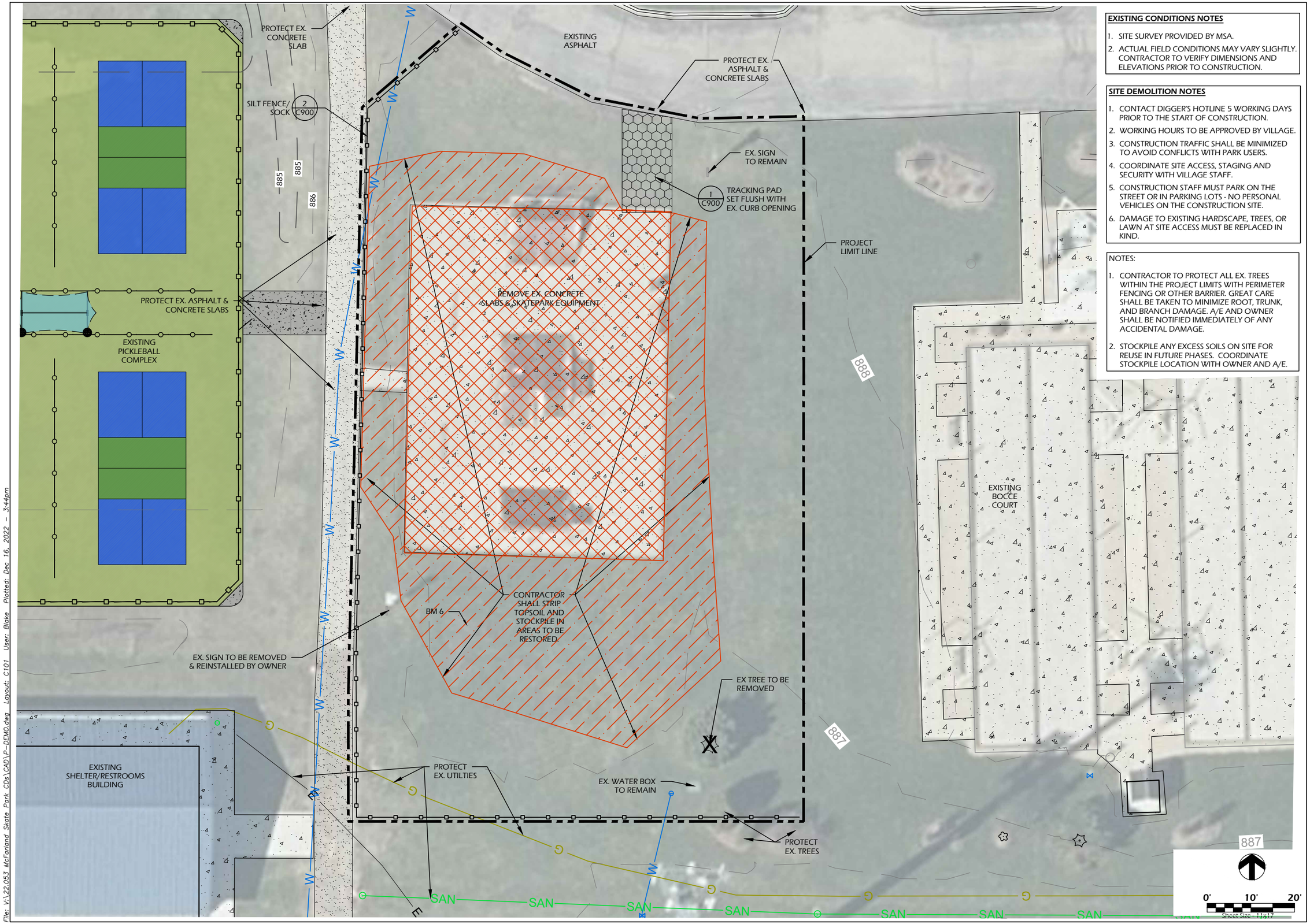
C100

File: P:\22.053 McFarland Skate Park CDs\CAD\P-DEMO.dwg Layout: C100 User: katie Plotted: Dec 15, 2022 - 8:07pm



EXISTING CONDITIONS NOTES

1. SITE SURVEY PROVIDED BY MSA.
2. ACTUAL FIELD CONDITIONS MAY VARY SLIGHTLY. CONTRACTOR TO VERIFY DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

SITE DEMOLITION NOTES

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
2. WORKING HOURS TO BE APPROVED BY VILLAGE.
3. CONSTRUCTION TRAFFIC SHALL BE MINIMIZED TO AVOID CONFLICTS WITH PARK USERS.
4. COORDINATE SITE ACCESS, STAGING AND SECURITY WITH VILLAGE STAFF.
5. CONSTRUCTION STAFF MUST PARK ON THE STREET OR IN PARKING LOTS - NO PERSONAL VEHICLES ON THE CONSTRUCTION SITE.
6. DAMAGE TO EXISTING HARDSCAPE, TREES, OR LAWN AT SITE ACCESS MUST BE REPLACED IN KIND.

NOTES:

1. CONTRACTOR TO PROTECT ALL EX. TREES WITHIN THE PROJECT LIMITS WITH PERIMETER FENCING OR OTHER BARRIER. GREAT CARE SHALL BE TAKEN TO MINIMIZE ROOT, TRUNK, AND BRANCH DAMAGE. A/E AND OWNER SHALL BE NOTIFIED IMMEDIATELY OF ANY ACCIDENTAL DAMAGE.
2. STOCKPILE ANY EXCESS SOILS ON SITE FOR REUSE IN FUTURE PHASES. COORDINATE STOCKPILE LOCATION WITH OWNER AND A/E.

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Sheet Title:
SITE DEMOLITION + EROSION CONTROL PLAN

Revisions:

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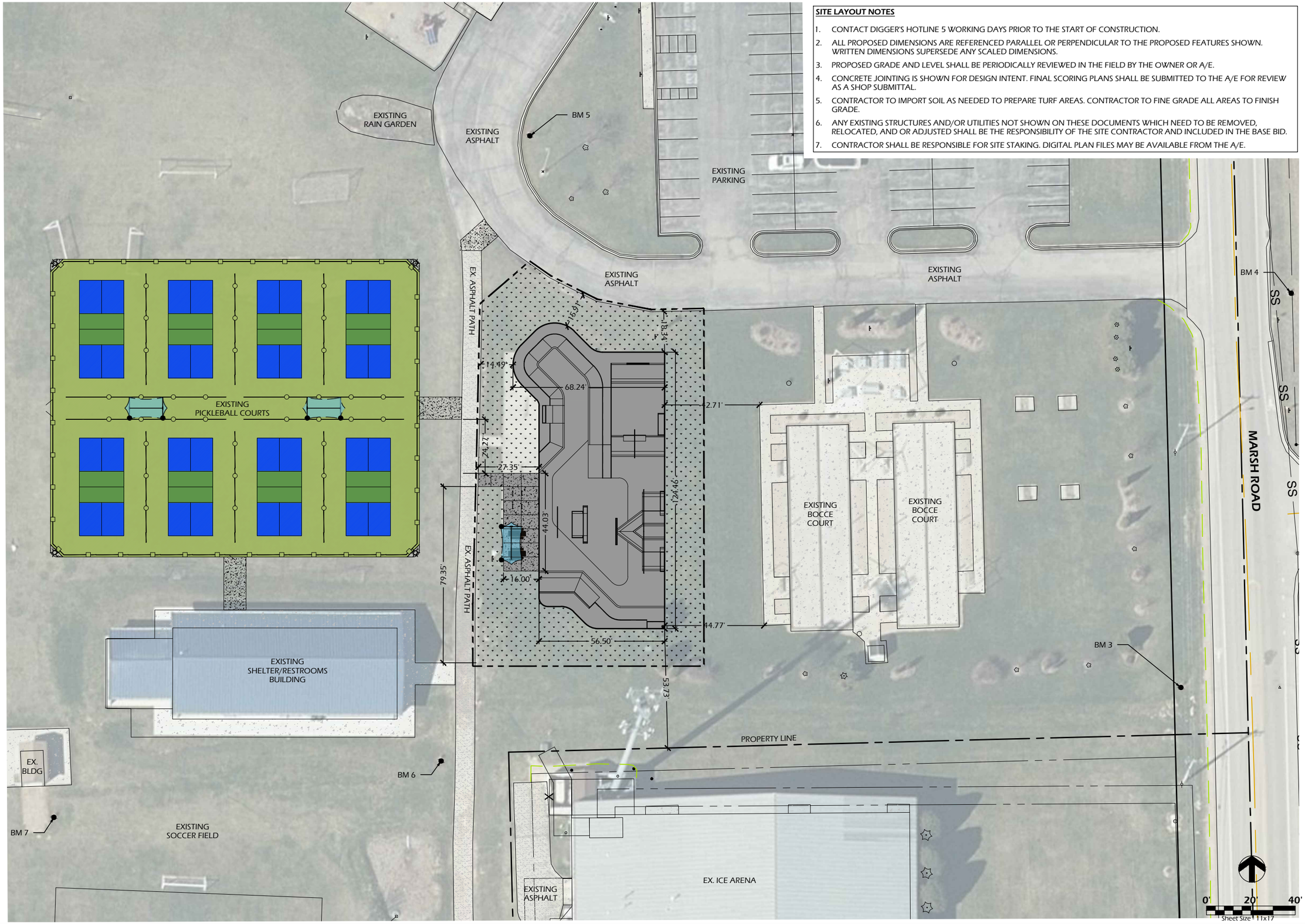
Sheet Number
C101

File: V:\22.053 McFarland Skate Park CDs\CAD\P-DEMO.dwg Layout: C101 User: Blake Plotted: Dec 16, 2022 - 3:44pm

SITE LAYOUT NOTES

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
2. ALL PROPOSED DIMENSIONS ARE REFERENCED PARALLEL OR PERPENDICULAR TO THE PROPOSED FEATURES SHOWN. WRITTEN DIMENSIONS SUPERSEDE ANY SCALED DIMENSIONS.
3. PROPOSED GRADE AND LEVEL SHALL BE PERIODICALLY REVIEWED IN THE FIELD BY THE OWNER OR A/E.
4. CONCRETE JOINTING IS SHOWN FOR DESIGN INTENT. FINAL SCORING PLANS SHALL BE SUBMITTED TO THE A/E FOR REVIEW AS A SHOP SUBMITTAL.
5. CONTRACTOR TO IMPORT SOIL AS NEEDED TO PREPARE TURF AREAS. CONTRACTOR TO FINE GRADE ALL AREAS TO FINISH GRADE.
6. ANY EXISTING STRUCTURES AND/OR UTILITIES NOT SHOWN ON THESE DOCUMENTS WHICH NEED TO BE REMOVED, RELOCATED, AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR AND INCLUDED IN THE BASE BID.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE STAKING. DIGITAL PLAN FILES MAY BE AVAILABLE FROM THE A/E.



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SPOHN RANCH SKATEPARKS

Project Name:
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Sheet Title:
CONTEXTUAL SITE PLAN

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Sheet Number
C200

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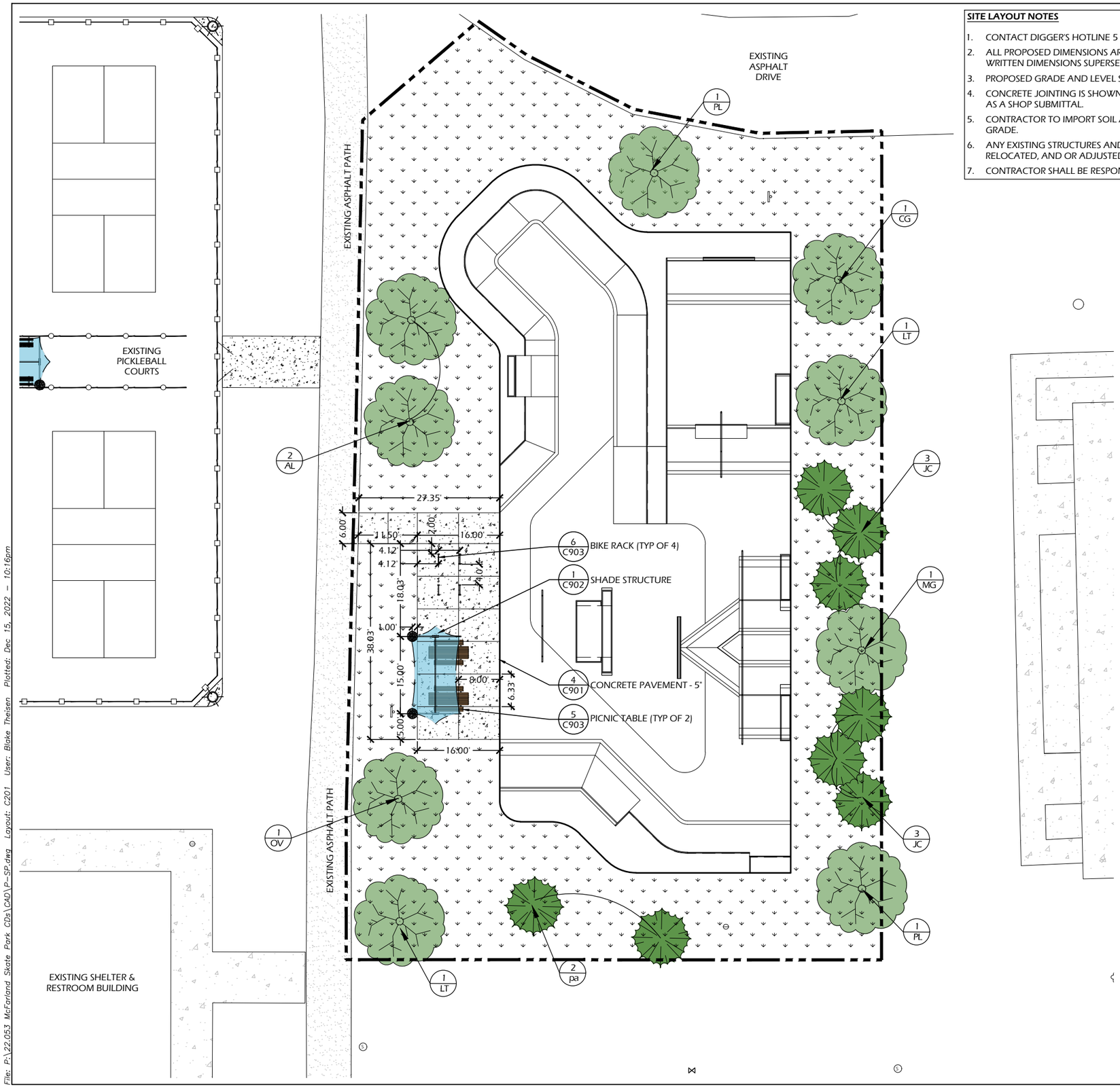

SITE LAYOUT NOTES

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
2. ALL PROPOSED DIMENSIONS ARE REFERENCED PARALLEL OR PERPENDICULAR TO THE PROPOSED FEATURES SHOWN. WRITTEN DIMENSIONS SUPERSEDE ANY SCALED DIMENSIONS.
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5. CONTRACTOR TO IMPORT SOIL AS NEEDED TO PREPARE TURF AREAS. CONTRACTOR TO FINE GRADE ALL AREAS TO FINISH GRADE.
6. ANY EXISTING STRUCTURES AND/OR UTILITIES NOT SHOWN ON THESE DOCUMENTS WHICH NEED TO BE REMOVED, RELOCATED, AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR AND INCLUDED IN THE BASE BID.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE STAKING. DIGITAL PLAN FILES MAY BE AVAILABLE FROM THE A/E.

LANDSCAPE AND RESTORATION NOTES

1. CONTRACTOR SHALL MEET EXISTING GRADE AT GRADING LIMITS WITH A SMOOTH AND CONTINUOUS TRANSITION.
2. SEED/SOIL PLACEMENT SHALL EXTEND TO THE LIMITS OF CONSTRUCTION DISTURBANCE.
5. ALL GENERAL LANDSCAPE AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED WITH 4" MINIMUM TOPSOIL DEPTH AND SEEDED IN ACCORDANCE WITH THE SPECIFICATIONS. THIS SHALL INCLUDE ANY AREAS OUTSIDE OF THE PROJECT LIMITS THAT ARE DISTURBED BY CONTRACTOR ACTIVITY.

PLANT MATERIAL SCHEDULE

Symb	Botanical name	Common Name	Size (min)	Qty
TREES				
AL	Amelanchier laevis	Allegheny Serviceberry	Multi-stem	2
JC	Juniperus chinensis 'Iowa'	Iowa Juniper	5' Ht	6
LT	Liriodendron tulipifera	Tulip Poplar	8' Ht	2
MG	Metasequoia glypotostroboides	Dawn Redwood	8' Ht	1
OV	Ostrya virginiana	Hophornbeam	8' Ht	1
PA	Picea abies	Norway Spruce	5' Ht	1
PL	Platanus x acerifolia	London Plane Tree	2" Cal	2

RESTORATION MIXES

SEED MIXES			
DESIGNATION	SEED MIX	RATE (LBS/1000 SF)	
GRASS RESTORATION	WISDOT MIX #40	3.0	
ANNUAL SEED MIX ADDITIVE (USE ONE TYPE)			
DESIGNATION	SEED MIX	RATE (LBS/1000 SF)	USAGE DATES
ANNUAL SEEDING		2.0	GROWING SEASON
COOL WEATHER COVER CROP	OATS	2.0	AFTER SEPTEMBER 15
DORMANT COVER CROP	WINTER WHEAT	2.0	AFTER OCTOBER 15
ADDITIONAL ADDITIVES			
DESIGNATION	TYPE	RATE (LBS/1000 SF)	USAGE DATES
MULCH	STRAW MULCH	PER MANUFACTURER	ALL SEASONS
FERTILIZER	PER SOIL TEST	2.0	ALL SEASONS
SOIL STABILIZER	POLYACRYLIMIDE	PER MANUFACTURER	AFTER NOVEMBER 15

0' 10' 20'
Sheet Size - 11x17

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Project Name:
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Sheet Title:
SITE PLAN + RESTORATION PLAN

Revisions:

Project #: 22.053
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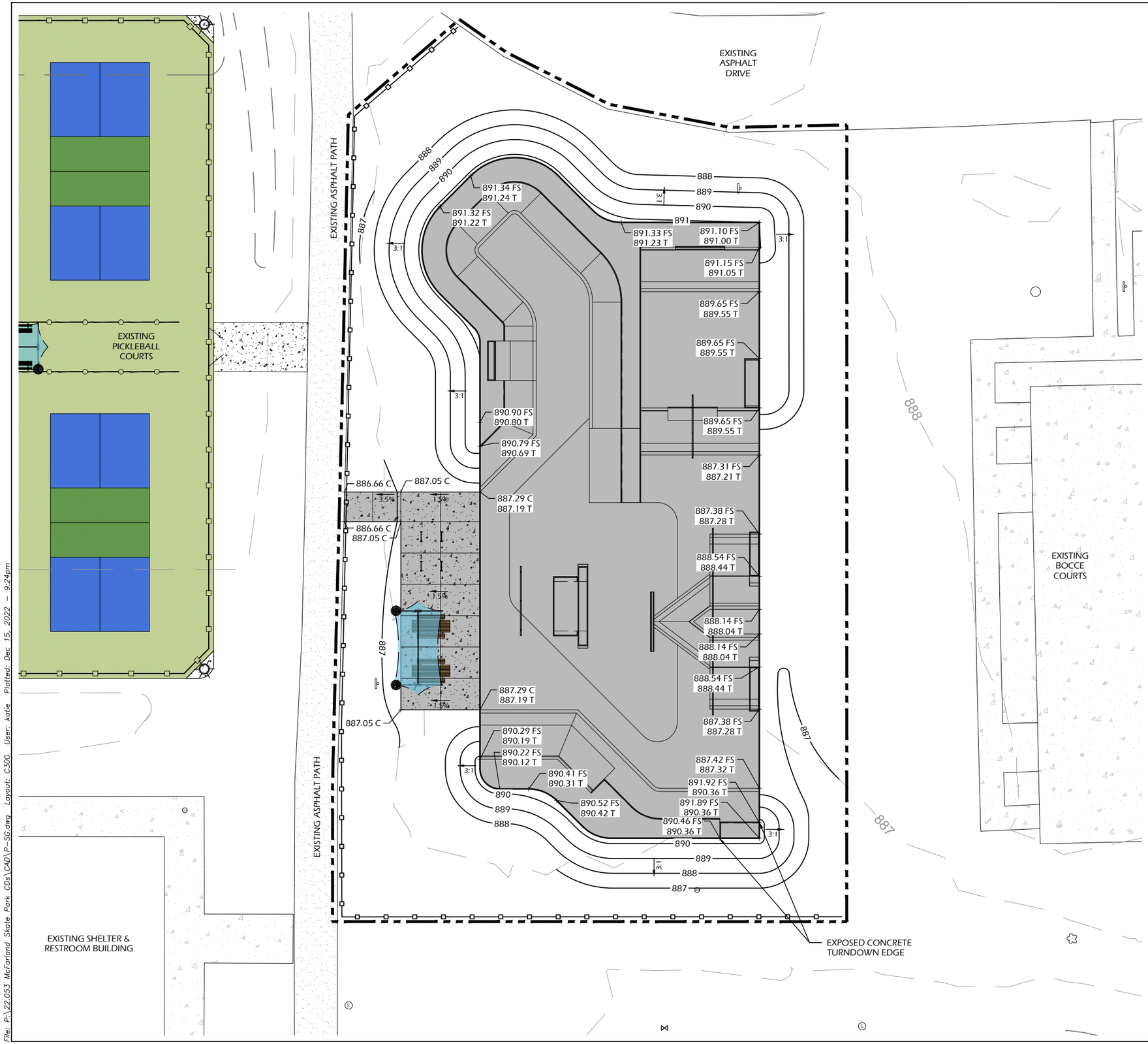

SITE GRADING NOTES

1. ALL BIDDERS SHOULD VISIT THE SITE PRIOR TO SUBMITTING A BID AND REVIEW THE EXISTING CONDITIONS OF THE SITE.
2. CONTACT DIGGER'S HOTLINE A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
3. GRADE, LINE, AND LEVEL TO BE REVIEWED IN THE FIELD BY THE OWNER OR A/E.
4. THE SITE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL EROSION CONTROL ELEMENTS IN ACCORDANCE WITH THE DEPARTMENT OF NATURAL RESOURCES AND THE LOCAL GOVERNING AUTHORITY'S REGULATIONS.
5. PLACE SILT FENCE OR INLET PROTECTION AT ALL PROPOSED AND EXISTING CATCH BASINS, MANHOLES, AND INLETS FOR THE DURATION OF CONSTRUCTION.
6. ALL EXISTING STRUCTURES AND/OR UTILITIES WHICH ARE NOT SHOWN ON THESE DOCUMENTS WHICH NEED TO BE REMOVED, RELOCATED, AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR AND INCLUDED IN THE BASE BID.
7. CONTOUR INTERVAL SHOWN REPRESENTS ONE VERTICAL FOOT AND SHALL BE CONSTRUED AS FINISH GRADE.
8. ALL HARDSCAPE SURFACES SHALL NOT EXCEED 2% RUNNING OR CROSS SLOPES UNLESS OTHERWISE INDICATED.
9. ALL TURF AREAS SHALL MAINTAIN A MINIMUM SLOPE OF 2% UNLESS OTHERWISE INDICATED.

LEGEND

- SILT FENCE/SOCK
- TRACKING PAD
- CONCRETE PAVEMENT - 5"
- TURF RESTORATION
- PROJECT LIMIT LINE

SPOT GRADE ABBREVIATIONS:

(XXX.XX)	= EXISTING GRADE
XXX.XX C	= PROPOSED CONCRETE
XXX.XX FS	= PROPOSED FINISH SURFACE
XXX.XX T	= PROPOSED TURF ELEVATION

0' 10' 20'
Sheet Size - 11x17

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Sheet Title:
SITE GRADING PLAN

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Sheet Number
C300

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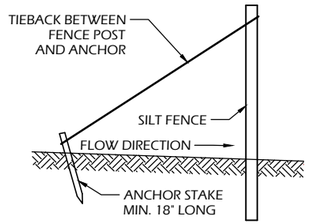
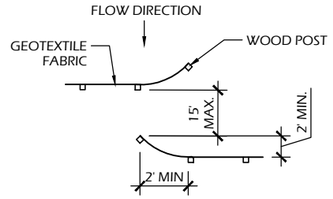
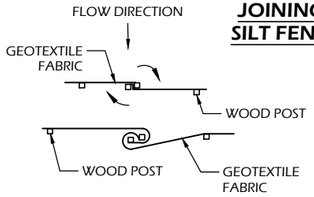


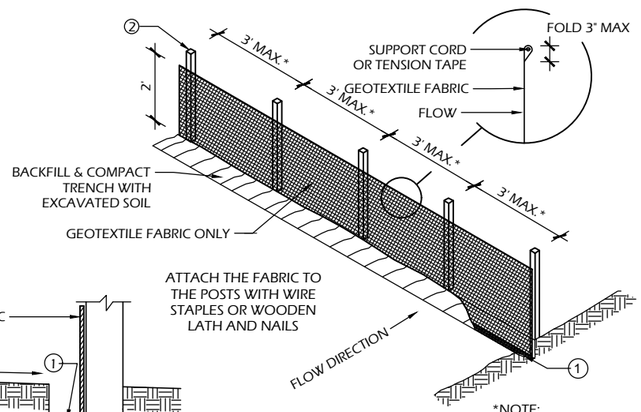
SILT FENCE TIE BACK (WHEN REQUIRED BY THE ENGINEER)



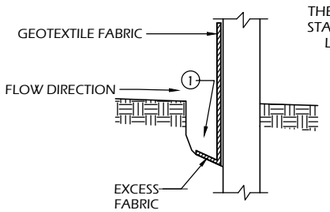
JOINING TWO LENGTHS OF SILT FENCE (HOOK METHOD)



JOINING TWO LENGTHS OF SILT FENCE (TWIST METHOD)



*NOTE:
8'-0" POST SPACING ALLOWED IF A WOVEN GEOTEXTILE FABRIC IS USED.



TRENCH DETAIL

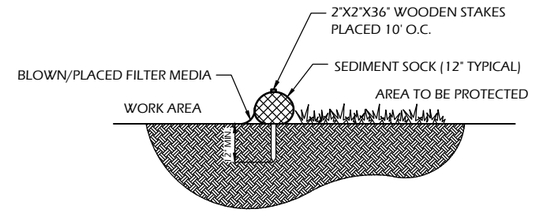
SILT FENCE

SILT FENCE GENERAL NOTES:

1. FOR MANUAL INSTALLATIONS THE TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
2. WOOD POSTS SHALL BE A MINIMUM SIZE OF 3' LENGTH OF OAK OR HICKORY
3. ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS
4. DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE SPECIFICATIONS.
5. 8" OF FENCE FABRIC REQUIRED BELOW GRADE IN TRENCH PER DNR TECH STD. 1056
6. MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE WisDOT PRODUCT ACCEPTABILITY LIST (PAL) MAY BE SUBSTITUTED.
7. FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
8. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2"X4".
9. EROSION CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD AND TECHNICAL SPECIFICATIONS.
10. CROSS BRACE WITH 2" X 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS AS DIRECTED BY THE ENGINEER.
11. MINIMUM 14 GAUGE WIRE REQUIRED, FOLD FABRIC 3" OVER THE WIRE AND STAPLE OR PLACE WIRE RINGS ON 12" C.C.
12. WIRE SUPPORT FENCE SHALL BE 14 GAUGE MINIMUM WOVEN WIRE WITH A MAXIMUM MESH SPACING OF 6". SECURE TOP OF GEOTEXTILE FABRIC TO TOP OF FENCE WITH STAPLES OR WIRE RINGS AT 12" C.C. (TYPE B)
13. GEOTEXTILE FABRIC SHALL BE REINFORCED WITH AN INDUSTRIAL POLYPROPYLENE NETTING WITH A MAXIMUM MESH SPACING OF 3/4" OR EQUAL. A HEAVY DUTY NYLON TOP SUPPORT CORD OR EQUIVALENT IS REQUIRED. (TYPE A)
14. STEEL POSTS SHALL BE STUDDED "TEE" OR "U" TYPE WITH A MINIMUM WEIGHT OF 1.28 LBS./LIN. FT. (WITHOUT ANCHOR) FIN ANCHORS SUFFICIENT TO RESIST POST MOVEMENT ARE REQUIRED. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/8" X 1 1/8" OF OAK OR HICKORY.
15. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL, IF POSSIBLE, BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY, USE ONE OF THE FOLLOWING TWO METHODS: A.) TWIST METHOD – OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES, B:) HOOK METHOD – HOOK THE END OF EACH SILT FENCE LENGTH.

2 C900 SILT FENCE OR SEDIMENT SOCK

SCALE: NTS



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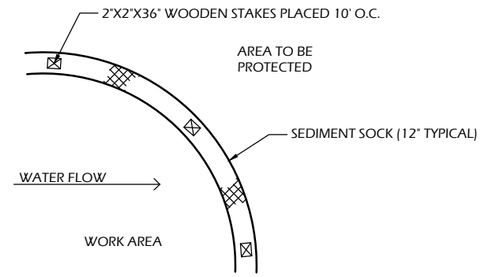

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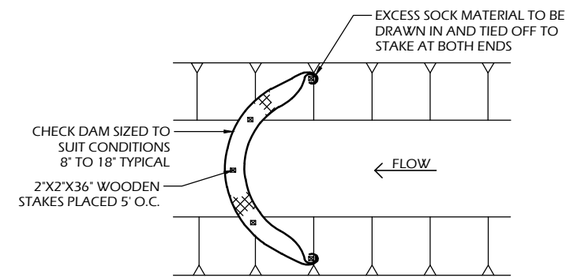
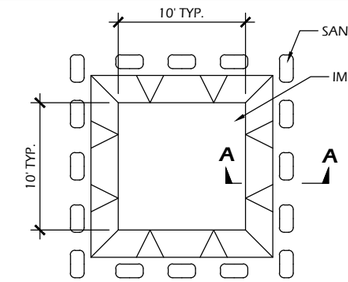


SEDIMENT SOCK NOTES:

1. ALL MATERIAL TO MEET SPECIFICATIONS.
2. SEDIMENT SHOULD BE REMOVED FROM BEHIND CHECK DAM ONCE THE ACCUMULATED HEIGHT HAS REACHED ½ THE HEIGHT OF THE CHECK DAM.
3. CHECK DAM CAN BE DIRECT SEEDED AT THE TIME OF INSTALLATION.
4. FILTER MEDIA FILL TO MEET APPLICATION REQUIREMENTS.
5. COMPOST MATERIAL TO BE DISPERSED ON SITE. AS DETERMINED BY ENGINEER.

SEDIMENT SOCK



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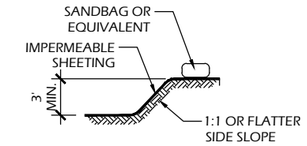
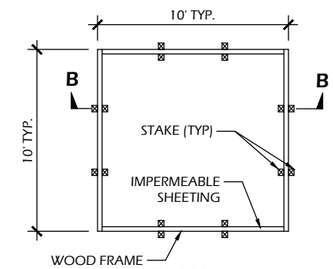


SECTION A-A

EXCAVATED WASHOUT STRUCTURE



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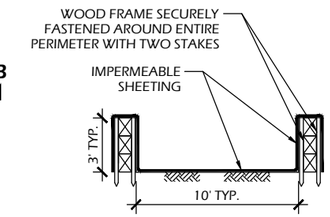
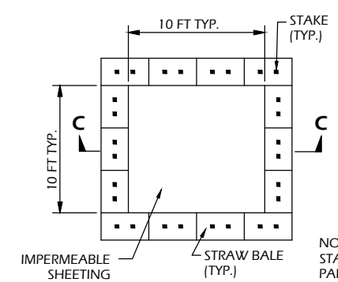


SECTION B-B

WASHOUT STRUCTURE WITH WOOD PLANKS



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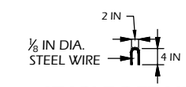
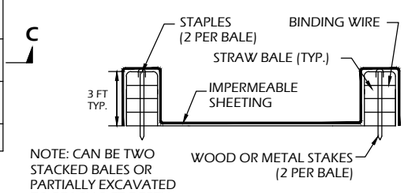


STAPLE DETAIL



NOTE: CAN BE TWO STACKED BALES OR PARTIALLY EXCAVATED TO REACH 3 FT DEPTH

SECTION C-C

WASHOUT STRUCTURE WITH STRAW BALES

CONSTRUCTION SPECIFICATIONS

1. TEMPORARY CONCRETE WASHOUT STRUCTURE SHALL BE USED TO WASH DOWN CONCRETE TRUCK CHUTES AND OTHER EQUIPMENT AFTER USE TO PREVENT WASHDOWN WATER FROM POLLUTING THE SITE.
2. LOCATE WASHOUT STRUCTURE A MINIMUM OF 50 FEET AWAY FROM OPEN CHANNELS, STORM DRAIN INLETS, SENSITIVE AREAS, WETLANDS, BUFFERS AND WATER COURSES AND AWAY FROM CONSTRUCTION TRAFFIC.
3. SIZE WASHOUT STRUCTURE FOR VOLUME NECESSARY TO CONTAIN WASH WATER AND SOLIDS AND MAINTAIN AT LEAST 4 INCHES OF FREEBOARD. TYPICAL DIMENSIONS ARE 10 FEET X 10 FEET X 3 FEET DEEP.
4. PREPARE SOIL BASE FREE OF ROCKS OR OTHER DEBRIS THAT MAY CAUSE TEARS OR HOLES IN THE LINER. FOR LINER, USE 10 MIL OR THICKER UV RESISTANT, IMPERMEABLE SHEETING, FREE OF HOLES AND TEARS OR OTHER DEFECTS THAT COMPROMISE IMPERMEABILITY OF THE MATERIAL.
5. PROVIDE A SIGN FOR THE WASHOUT IN CLOSE PROXIMITY TO THE FACILITY.
6. KEEP CONCRETE WASHOUT STRUCTURE WATER TIGHT. REPLACE IMPERMEABLE LINER IF DAMAGED (E.G., RIPPED OR PUNCTURED). EMPTY OR REPLACE WASHOUT STRUCTURE THAT IS 75 PERCENT FULL, AND DISPOSE OF ACCUMULATED MATERIAL PROPERLY. DO NOT REUSE PLASTIC LINER. WET-VACUUM STORED LIQUIDS THAT HAVE NOT EVAPORATED AND DISPOSE OF IN AN APPROVED MANNER. PRIOR TO FORECASTED RAINSTORMS, REMOVE LIQUIDS OR COVER STRUCTURE TO PREVENT OVERFLOWS. REMOVE HARDENED SOLIDS, WHOLE OR BROKEN UP, FOR DISPOSAL OR RECYCLING. MAINTAIN RUNOFF DIVERSION AROUND EXCAVATED WASHOUT STRUCTURE UNTIL STRUCTURE IS REMOVED.

1 C900 CONCRETE WASHOUT STRUCTURE (TEMP)

SCALE: NTS

Sheet Size - 11x17

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Sheet Title: CONSTRUCTION DETAILS

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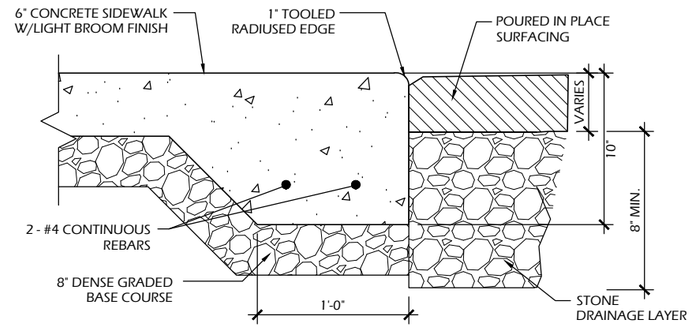
C900

File: P:\22.053 McFarland Skate Park CDs\CAD\P-D.dwg Layout: C900 User: Blake Theisen Plotted: Dec 15, 2022 – 6:19pm

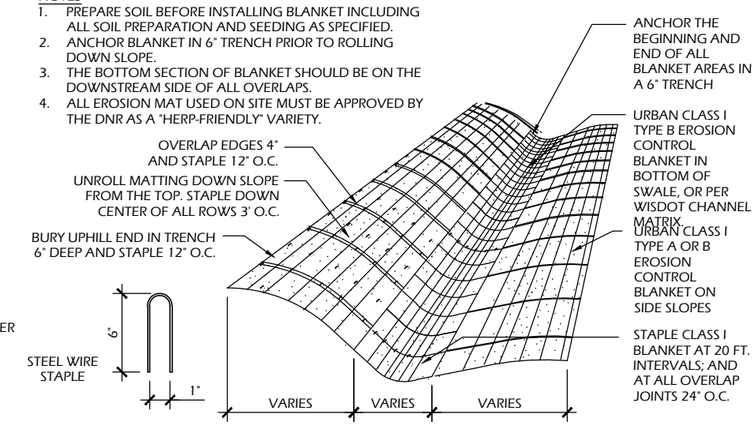


GENERAL NOTES:
1. PROVIDE 1/4" PER FOOT CROSS SLOPE ACROSS WALK
2. NO MESH REQUIRED
3. PROVIDE TOOLED JOINTS @ +/- 5'-0" O.C. U.N.O.

5 / C901 THICKENED EDGE SIDEWALK

SCALE: NTS

NOTES
1. PREPARE SOIL BEFORE INSTALLING BLANKET INCLUDING ALL SOIL PREPARATION AND SEEDING AS SPECIFIED.
2. ANCHOR BLANKET IN 6" TRENCH PRIOR TO ROLLING DOWN SLOPE.
3. THE BOTTOM SECTION OF BLANKET SHOULD BE ON THE DOWNSTREAM SIDE OF ALL OVERLAPS.
4. ALL EROSION MAT USED ON SITE MUST BE APPROVED BY THE DNR AS A "HERP-FRIENDLY" VARIETY.



2 / C901 EROSION MAT

SCALE: NTS

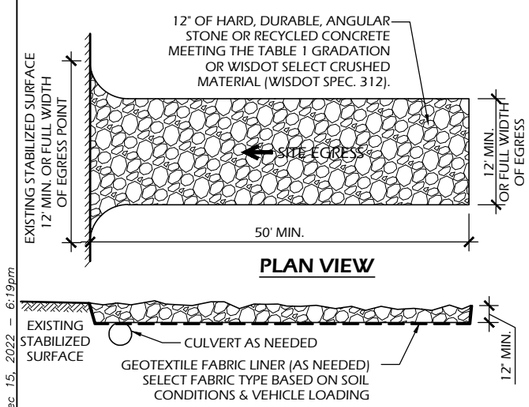
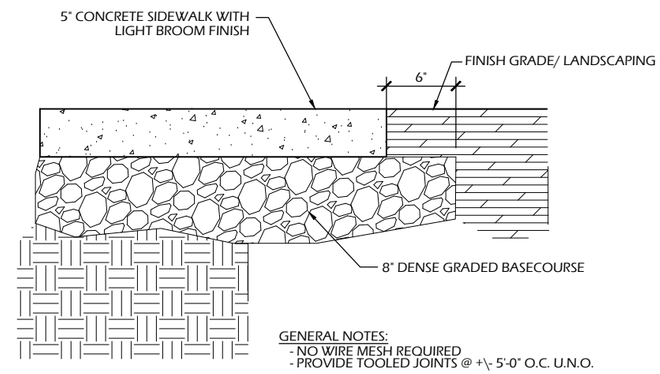


TABLE 1 AGGREGATE GRADATION	
SIEVE SIZE	PERCENT PASSING BY WEIGHT
3"	100
2 1/2"	90 - 100
1 1/2"	25 - 60
3/4"	0 - 20
3/8"	0 - 5

OPERATION & MAINTENANCE:
1. MONITOR TRACKING PADS FOR COMPACTION, SOIL DEPOSITS, AND MIXING OF UNDERLYING SOILS AND STONE LAYERS.
2. MAINTAIN A LOOSENED, ROUGH SURFACE BY SCRAPING, LOOSENING, OR TOP-DRESSING WITH ADDITIONAL AGGREGATE.
3. REPLACE GEOTEXTILE AND STONE IF LESS-INTENSIVE MAINTENANCE EFFORTS FAIL TO REESTABLISH EFFECTIVENESS.
4. ADD STONE AS NEEDED TO MAINTAIN THE MINIMUM PAD THICKNESS.
5. REPLACE DAMAGED OR CRUSHED CULVERTS UNDER TRACKING PAD.

7 / C901 STONE TRACKING PAD

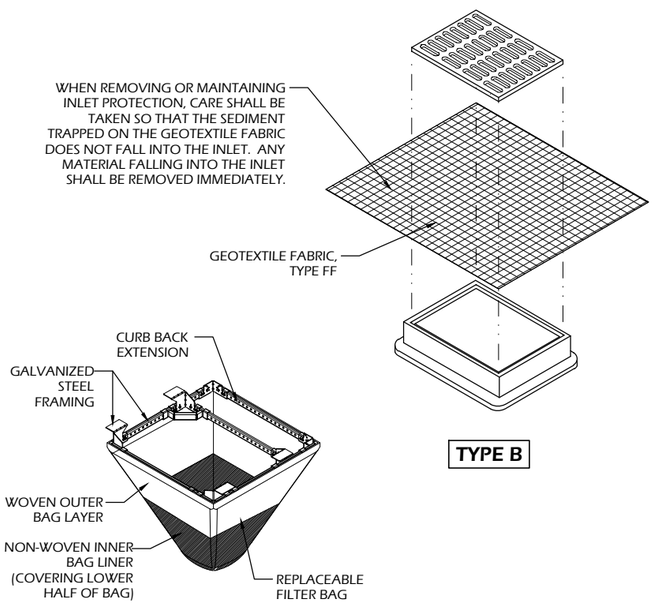
SCALE: NTS



GENERAL NOTES:
- NO WIRE MESH REQUIRED
- PROVIDE TOOLED JOINTS @ +\- 5'-0" O.C. U.N.O.

4 / C901 CONCRETE PAVEMENT - 5"

SCALE: NTS

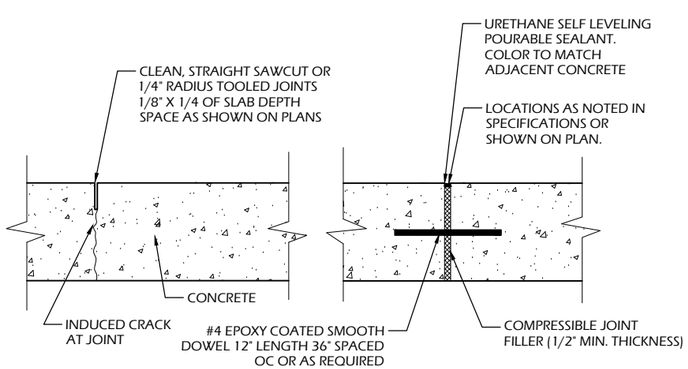


INLET PROTECTION NOTES:

1. INSTALL PER WDNR STORM WATER CONSTRUCTION TECHNICAL STANDARD 1060.
2. RIGID FRAME INLET PROTECTION SHALL BE USED ON ALL STRUCTURES, TYPE B MAY BE USED IN ATYPICAL STRUCTURES SUCH AS STAND PIPES OR INLETS TOO SHALLOW TO ACCEPT RIGID FRAME UNITS.
3. ROUTINELY INSPECT FOR INTEGRITY AND NEEDED MAINTENANCE.
4. EMPTY SEDIMENT WHEN THE BAG IS HALF FULL OR SEDIMENT IS WITHIN 6 INCHES OF THE OVERFLOW HOLES, OR AS DIRECTED BY THE OWNER OR A/E.
5. IMMEDIATELY REMOVE ANY SEDIMENT FALLING INTO THE INLET DURING MAINTENANCE ACTIVITIES.
6. INLET PROTECTION SHALL BE REMOVED AFTER THE SITE HAS ACHIEVED 80% STABILIZATION OR AT THE END OF THE PROJECT.

1 / C901 INLET PROTECTION - RIGID FRAME & TYPE B

SCALE: NTS



GENERAL NOTES:
- SAWCUT ALL JOINTS FOR PLAZA AREA
- OVERCUTS SHALL NOT BE ACCEPTED
- PROVIDE JOINTS PER JOINTING PLAN
- DOWEL BETWEEN ALL SEPARATE POURS
- ALL JOINTS SHALL BE STRAIGHT AND CONTINUOUS

6 / C901 CONCRETE JOINTS

SCALE: NTS

3 / C901 NOT USED

SCALE: NTS

Sheet Size - 11x17

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SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
CONSTRUCTION DETAILS

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/15/2022

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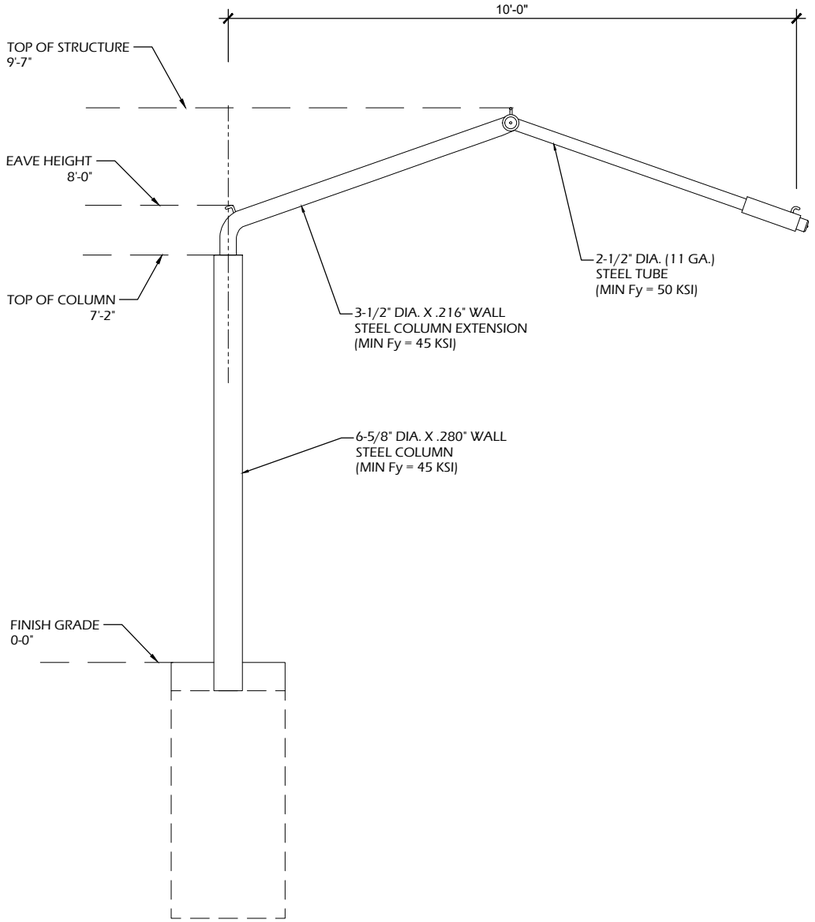
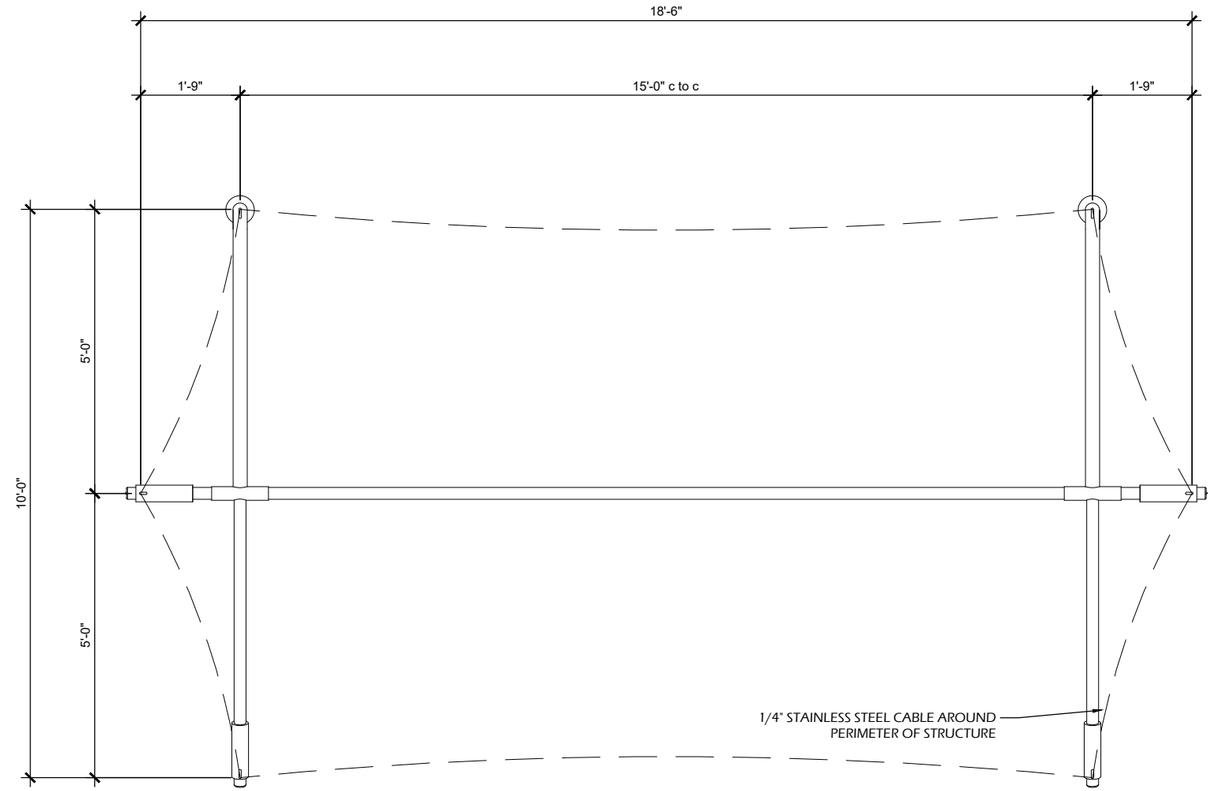
File: P:\22.053 McFarland Skate Park CDs\CAD\P-D.dwg Layout: C901 User: Blake Theisen Plotted: Dec 15, 2022 - 6:19pm

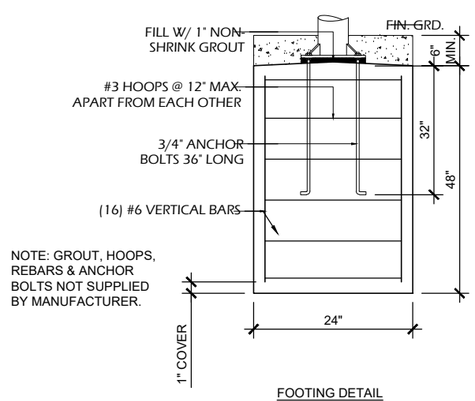


ELEVATION VIEW



PLAN VIEW

NOTE: FOOTING DIMENSIONS SHOWN SHALL BE USED FOR BID ESTIMATING ONLY. CONTRACTOR SHALL SUBMIT ENGINEER SEALED DRAWINGS AND CALCULATIONS FOR SHADE STRUCTURES AND FOOTINGS. FINAL FOOTING DIMENSIONS WILL VARY.



FOOTING DETAIL

NOTES:
1. 'SHADE SYSTEMS' MODEL SW101508 OR EQUAL.
2. ALL FASTENERS SHALL BE STAINLESS STEEL.
3. ASSEMBLE AND PLACE PER MANUFACTURER RECOMMENDATIONS.
4. IF MANUFACTURER RECOMMENDATIONS DIFFER FROM THIS DETAIL, MANUFACTURER RECOMMENDATIONS SHALL PREVAIL.
5. CONTRACTOR SHALL SUBMIT ENGINEER SEALED DRAWINGS AND CALCULATIONS FOR SHADE STRUCTURES AND FOOTINGS.

1 / C902 **SHADE STRUCTURE**

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Sheet Size - 11x17

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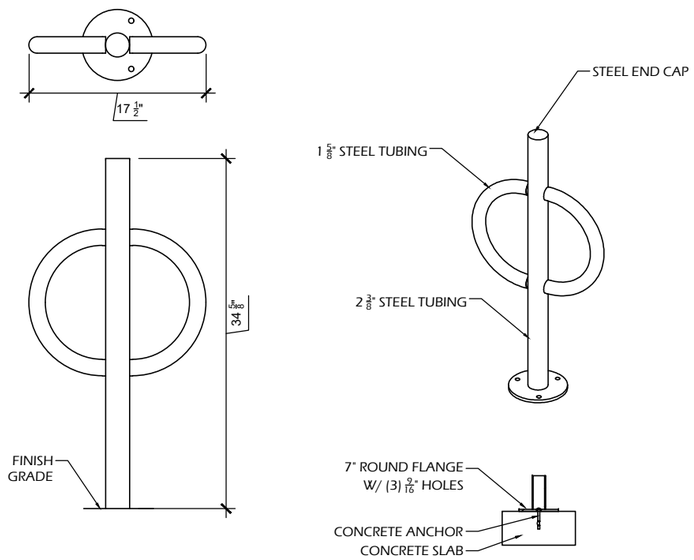
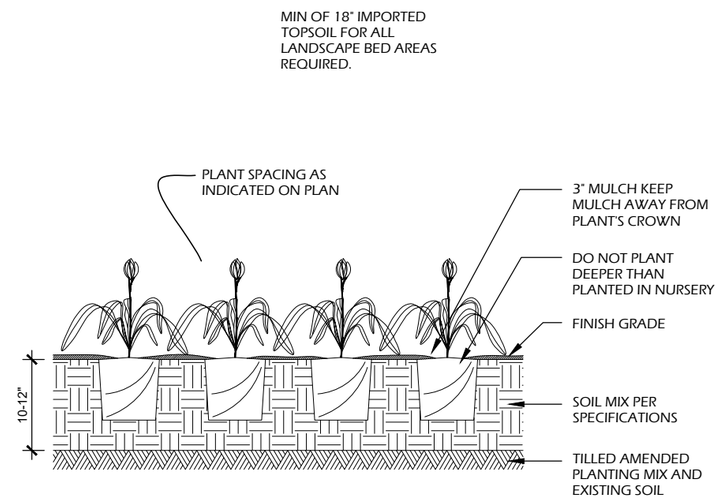
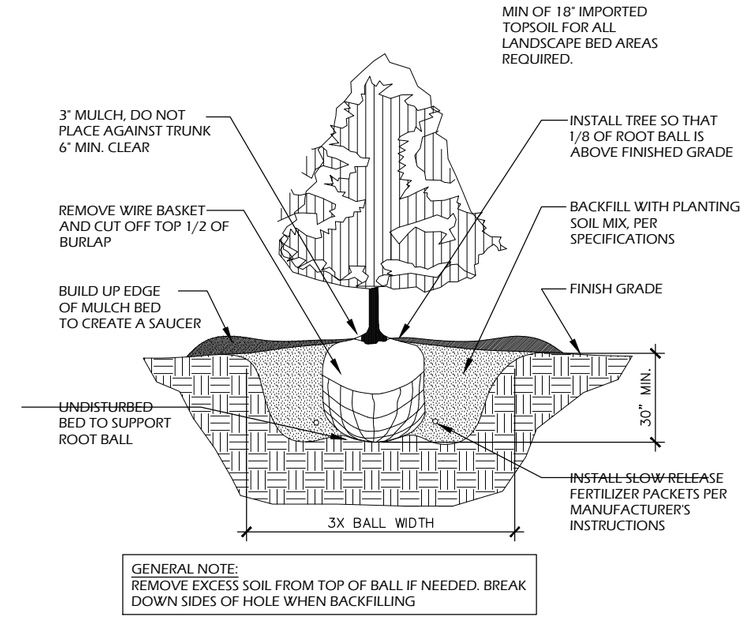


6 BIKE RACK
C903 SCALE: NTS

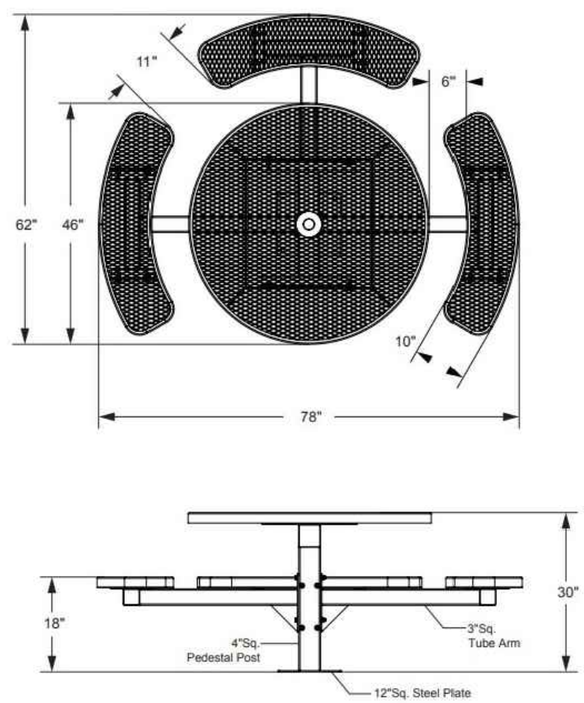


4 PLUG AND PERENNIAL PLANTING
C903 SCALE: NTS



GENERAL NOTE:
REMOVE EXCESS SOIL FROM TOP OF BALL IF NEEDED. BREAK DOWN SIDES OF HOLE WHEN BACKFILLING

2 B&B EVERGREEN PLANTING
C903 SCALE: NTS



5 PICNIC TABLE
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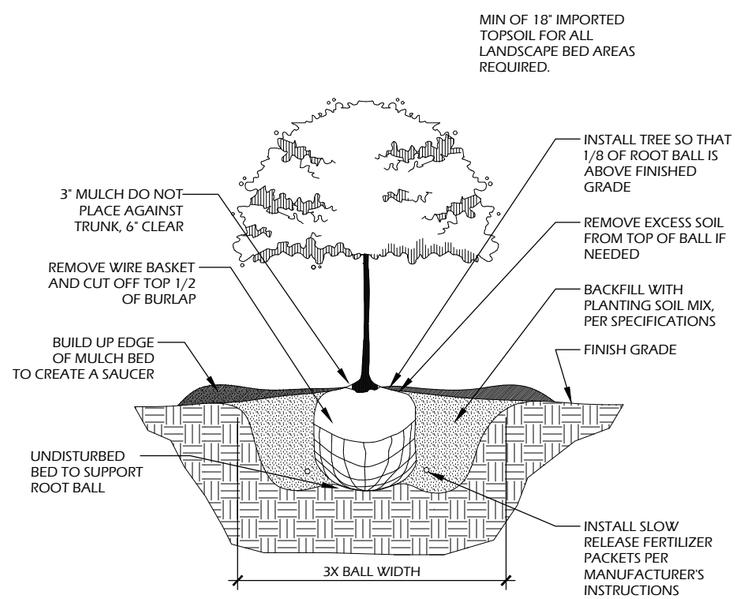
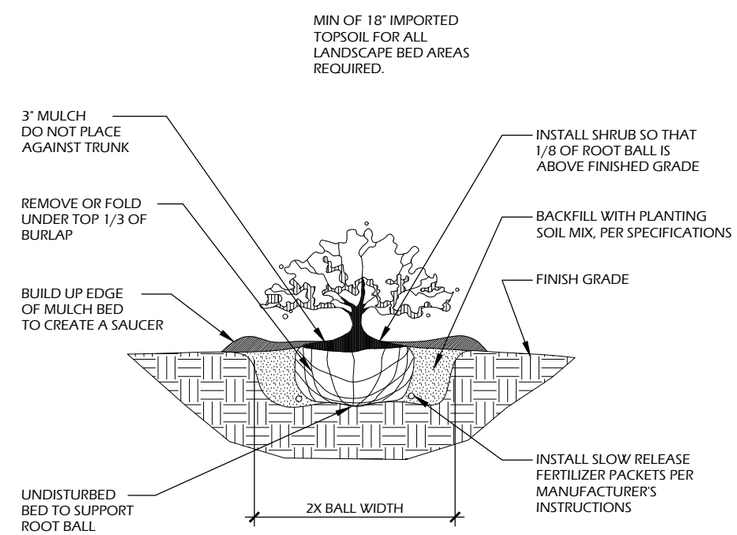


GENERAL NOTE:
1. WRAP TRUNK OF SHADE TREES IN PARKING LOT AREAS.
2. BREAK DOWN SIDES OF HOLE WHEN BACKFILLING.

3 B&B TREE PLANTING
C903 SCALE: NTS



1 B&B SHRUB PLANTING
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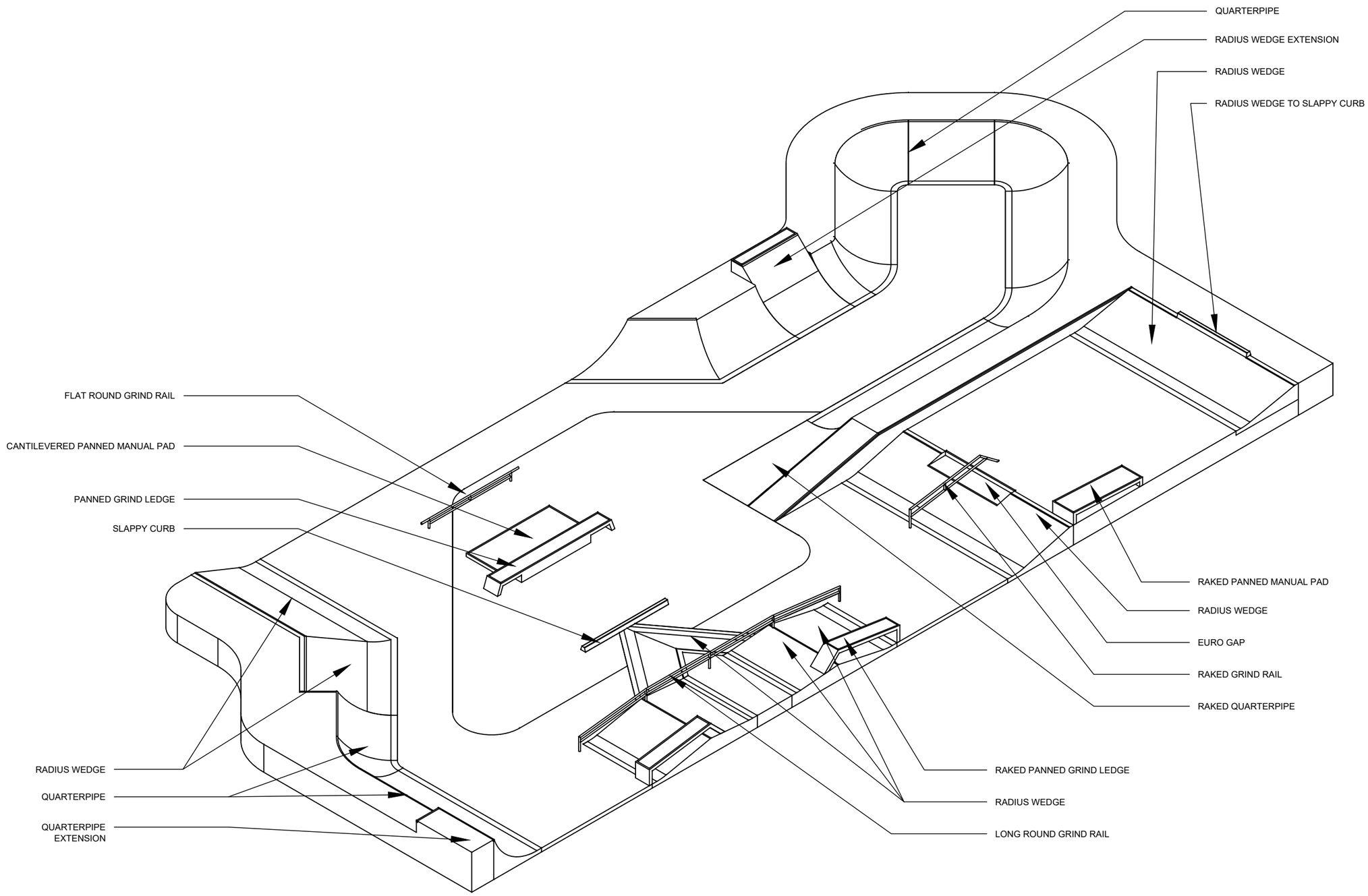

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SPOHN RANCH SKATEPARKS

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File: G:\My Drive\skatepark projects\mcfarland, wi\CAD\Sheets\3D Perspective.dwg Layout: SK1.0 User: zachm Plotted: Dec 16, 2022 – 1:31pm

GENERAL NOTES

DESIGN CRITERIA

1. THESE GENERAL NOTES APPLY UNLESS NOTED OTHERWISE ON CONSTRUCTION DRAWINGS.

2. COMPLY WITH CURRENT LOCAL BUILDING CODE EXCEPT AS NOTED HEREIN.

3. TESTING SERVICES: OWNER TO BEAR ALL ASSOCIATED COSTS FOR TESTING SERVICES. COORDINATE THE FOLLOWING TESTING WITH THE OWNER SELECTED TESTING AGENCY (IF REQUIRED BY THE PROJECT SPECIFICATIONS):

   A. MATERIAL EVALUATIONS TESTS FOR CONCRETE MIX, AGGREGATE BASE, SUBGRADE, AND STRUCTURAL FILL.

   B. INSPECTION OF STRUCTURAL FILL PLACEMENT AND COMPACTION.

   C. INSPECTION OF FINAL SUBGRADE.

   D. BASE MATERIAL COMPACTION TEST FOR EVERY 2500 S.F. OF CONCRETE FLATWORK IN SKATEPARK AREA TO ENSURE 95% COMPACTION IN ACCORDANCE WITH CIVIL ENGINEERING SPECIFICATIONS AND TESTING AGENCY RECOMMENDATIONS.

SHOP DRAWINGS

1. THE SHOP DRAWING REVIEW IS INTENDED TO HELP THE SKATEPARK DESIGNER VERIFY THEIR DESIGN CONCEPT. THIS REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AND DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH DESIGN DRAWINGS & SPECIFICATIONS, WHICH HAVE A PRIORITY OVER SHOP DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR CONFIRMED & CORRELATED DIMENSIONS, FABRICATION PROCESSES, MEANS, METHODS, TECHNIQUES, SAFETY, AND COORDINATION OF THE WORK WITH OTHER TRADES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CHECK THE ACCURACY OF HIS OWN SHOP DRAWINGS AND THOSE OF HIS SUBCONTRACTORS, PRIOR TO SUBMITTAL.

2. THE SHOP DRAWINGS WILL BE RETURNED FOR RESUBMITTAL IF A CURSORY REVIEW SHOWS MAJOR ERRORS WHICH SHOULD HAVE BEEN FOUND BY THE CONTRACTOR'S CHECKING. ALL SHOP DRAWINGS SHALL INCLUDE PLAN LAYOUTS SHOWING LOCATIONS OF ITEMS DETAILED ON THE SHOP DRAWINGS. ANY CHANGES, SUBSTITUTIONS, OR DEVIATIONS FROM THE CONTRACT DOCUMENTS SHALL BE CLOUDED ON SHOP DRAWINGS. ANY OF THE CHANGES WHICH ARE NOT CLOUDED OR FLAGGED BY SUBMITTING PARTIES, SHALL NOT BE CONSIDERED REVIEWED AFTER SKATEPARK DESIGNER'S REVIEW UNLESS NOTED ACCORDINGLY.

3. ANY RESUBMITTAL OF A DETAIL SHEET WITH CHANGED INFORMATION SHALL BE ACCOMPANIED BY LOCATION PLAN IDENTIFYING THE MEMBERS INVOLVED, AND CLOUDING AROUND CHANGED INFORMATION.

4. ANY ENGINEERING SUBMITTED FOR REVIEW SHALL BE APPROPRIATELY SEALED. FULL RESPONSIBILITY OF SUCH ENGINEERING RESTS WITH THE PERSON SEALING THE DESIGN.

EARTHWORK

1. ESTABLISH AND MAINTAIN REQUIRED LINES AND GRADE ELEVATIONS.

2. REMOVE UPPER FOUR TO SIX INCHES OR MORE OF TOPSOILS CONTAINING SURFICIAL VEGETATION, GRASS, ROOTS, AND ORGANIC MATERIAL FROM WITHIN AND TO A POINT AT LEAST FIVE FEET BEYOND THE BUILDING LINES/SKATEPARK LIMITS. THESE SOILS ARE GENERALLY NOT CONSIDERED SUITABLE FOR RE-USE AS STRUCTURAL FILL AND SHOULD BE STOCKPILED IN DESIGNATED AREAS BEYOND THE CONSTRUCTION LIMITS, OR REMOVED FROM THE SITE. COORDINATE STOCKPILE LOCATION WITH OWNER. IF REMOVED FROM SITE, DISPOSE OF IN A LEGAL MANNER.

3. COMPACT THE EXPOSED SUBGRADE ACROSS THE SITE TO ESTABLISH A FIRM AND UNYIELDING SURFACE. UNDER SUPERVISION OF CITY PROVIDED GEOTECHNICAL ENGINEER, PROOF-ROLL EXPOSED SUBGRADES WITH CONSTRUCTION EQUIPMENT TO ASSIST IN THE EVALUATION OF THE SUBGRADES ACROSS THE SITE. IF UNSTABLE AREAS ARE DETECTED, AN INITIAL ATTEMPT SHOULD BE MADE TO AERATE (12 INCHES MIN.) AND DENSIFY THE SUBGRADE BY RECOMPACTION WHERE NATURAL MOISTURE CONTENTS ARE AT APPROPRIATE LEVELS. IF THIS PROCEEDURE IS INEFFECTIVE, THE DISTURBED SOILS SHOULD BE UNDERCUT AND REPLACED WITH CLEAN FILL AND/OR STABILIZING MATERIALS. COMPACT TO AT LEAST 90% OF THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698 STANDARD PROCTOR METHOD. FILL AND CONSOLIDATE DEPRESSED AREAS. A FIRM, NON-YIELDING SUBGRADE SHOULD BE ESTABLISHED PRIOR TO PROCEEDING WITH FILL PLACEMENT.

4. SOIL COMPACTION SHALL BE ACHIEVED BY MEANS OF PNEUMATIC TIRE ROLLERS, HOE PACKS, RIDE-ON DRUM ROLLER OR OTHER MECHANICAL TAMPERS (PLATE, RAMMER, OR WALK BEHIND ROLLER).

5. PROVIDE STRUCTURAL FILL AS REQUIRED TO MEET PROPOSED SUBGRADE ELEVATIONS IN ACCORDANCE WITH GRADING PLAN.

6. BUILD UP SUBGRADE USING STOCKPILED MATERIAL AND/OR APPROVED MATERIAL WITH LOW PLASTICITY. THE FILL SHOULD BE PLACED IN LIFTS THIN ENOUGH TO ATTAIN THE SPECIFIED COMPACTION LEVEL THROUGHOUT THE ENTIRE LIFT THICKNESS. PRIOR TO COMPACTION, MOISTURE CONDITION AS NEEDED. COMPACT EACH LIFT TO AT LEAST 90 PERCENT OF ASTM D698.

7. THE EARTHWORK SHALL BE DONE UNDER SUPERVISION OF A SOILS ENGINEER RETAINED BY THE OWNER (IF REQUIRED BY THE PROJECT), WHO SHALL VERIFY ABOVE SPECIFICATIONS FOR THE SUPPORT OF SLAB ON GRADE AND FOR THE CONTROL OF SOIL SWELLING. FIELD DENSITY TESTS TO DETERMINE THE LEVEL OF COMPACTION BEING ACHIEVED IN THE FILL SHALL BE PERFORMED ON EACH LIFT AT THE BEGINNING OF FILL PLACEMENT AND AT A FREQUENCY MUTUALLY AGREED UPON BY THE PROJECT TEAM FOR THE REMAINDER OF THE PROJECT.

8. EXCAVATION AND COMPACTION OF FILL SHALL EXTEND TO MINIMUM 2' FEET BEYOND SKATE PARK FOOTPRINT.

10. PROCEED WITH SUB-BASE AS REQUIRED ONLY AFTER NONCONFORMING CONDITIONS HAVE BEEN CORRECTED AND SUBGRADE HAS BEEN INSPECTED. A FIRM, NON-YIELDING SUBGRADE SHOULD BE ESTABLISHED PRIOR TO BASE COURSE PLACEMENT.

11. PROVIDE THE SPECIFIED DEPTH OF COMPACTED AGGREGATE BASE MATERIAL IF REQUIRED. COMPACT AGGREGATE BASE TO 90% OF THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698 STANDARD PROCTOR METHOD IF REQUIRED.

12. PROCEED WITH CONCRETE ONLY AFTER NONCONFORMING CONDITIONS HAVE BEEN CORRECTED, SUBGRADE HAS BEEN INSPECTED, AND FORMWORK AND FIELD MOCK-UPS HAVE BEEN REVIEWED.

13. A SOILS REPORT DOES NOT EXIST FOR THIS PROJECT. OWNER SHALL RETAIN A SOILS ENGINEER IF SO REQUIRED BY THE PROJECT, TO VERIFY EXCAVATIONS FOR ASSUMED ALLOWABLE SOIL BEARING, LOW SETTLEMENT AND SWELL POTENTIAL, AND TO MAKE ANY ADDITIONAL RECOMMENDATIONS.

FORMS

1. FORM MATERIALS: PLYWOOD, METAL, METAL-FRAMED PLYWOOD, OR OTHER APPROVED PANEL-TYPE MATERIALS FREE FROM DEFECTS AND DISTORTION, AND TO PROVIDE FULL-DEPTH, CONTINUOUS, STRAIGHT, SMOOTH EXPOSED SURFACES.

2. USE FLEXIBLE OR CURVED FORMS AS REQUIRED TO PROVIDE VERTICAL AND HORIZONTAL RADII AS INDICATED IN THE DRAWINGS.

3. PROVIDE 2" NOMINAL THICKNESS, SURFACED PLANK WOOD FORMS FOR STRAIGHT SECTIONS. USE FLEXIBLE METAL, 1" LUMBER, OR PLYWOOD FORMS FOR RADIUS BENDS. DO NOT OVERLAP FORMS, CREATING AN OFFSET FINISHED EDGE.

4. FORM-RELEASE AGENT: COMMERCIALLY FORMULATED FORM-RELEASE AGENT THAT WILL NOT BOND WITH, STAIN, OR ADVERSELY AFFECT CONCRETE SURFACES AND WILL NOT IMPAIR SUBSEQUENT TREATMENTS OF CONCRETE SURFACES.

5. EDGE FORMS AND SCREED CONSTRUCTION

   A. SET, BRACE, AND SECURE EDGE FORMS, BULKHEADS, AND INTERMEDIATE SCREED GUIDES FOR PAVEMENT TO REQUIRED LINES, GRADES, AND ELEVATIONS. INSTALL FORMS TO ALLOW CONTINUOUS PROGRESS OF WORK.

   B. CLEAN FORMS AFTER EACH USE AND COAT WITH FORM RELEASE AGENT TO ENSURE SEPARATION FROM CONCRETE WITHOUT DAMAGE.

REINFORCING

1. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615 GRADE 60. FOR REINFORCING THAT IS TO BE WELDED, CONFORM TO ASTM A706 GRADE 60. USE ASTM A-108 GRADE 60 FOR ALL WELDED ANCHORS.

2. JOINT DOWEL BARS: PLAIN STEEL DOWELS, ASTM A 615/A 615M, GRADE 60. CUT BARS TRUE TO LENGTH WITH ENDS SQUARE AND FREE OF BURRS.

3. SLIP DOWEL SLEEVES ARE ACCEPTABLE, SUCH AS SPEED DOWELS BY GREENSTREAK, INC., OR APPROVED EQUAL.

4. BAR SUPPORTS: BOLSTERS, CHAIRS, SPACERS AND OTHER DEVICES FOR SPACING, SUPPORTING, AND FASTENING REINFORCEMENTS BARS, AND DOWELS IN PLACE. MANUFACTURE BAR SUPPORTS ACCORDING TO CRSI'S "MANUAL OF STANDARD PRACTICE" FROM STEEL WIRE, PLASTIC, OR PRECAST CONCRETE OR FIBER-REINFORCED CONCRETE OF GREATER COMPRESSIVE STRENGTH THAN CONCRETE.

5. ALL REINFORCING BARS TO BE DEFORMED. CLEAR CONCRETE COVERAGES TO ANY REINFORCING INCLUDING TIES ARE AS FOLLOWS:

   A. 2" FORMED CONCRETE EXPOSED TO EARTH OR WEATHER.

   B. 1" SLABS AND JOISTS NOT EXPOSED TO WEATHER.

   C. 1-1/2" ALL OTHER.

6. SMALLER CLEARANCES PERMISSIBLE FOR PRECAST OR PRESTRESSED.

7. TENSION LAP SPLICES IN CONCRETE: UNLESS NOTED OTHERWISE, PROVIDE THE FOLLOWING:

   A. #3, 9"; #4, 12". 30X DIAMETER FOR TOP BARS

8. MINIMUM CLEAR COVER FOR SPLICED REINFORCING IS GREATER THAN ONE BAR DIAMETER, AND MINIMUM CLEAR SPACING IS GREATER THAN TWO BAR DIAMETERS. SPLICE BOTTOM BAR OVER SUPPORTS AND TOP BAR AT MIDSPAN ONLY. WHERE BARS ARE SHOWN SPLICED, THEY MAY RUN CONTINUOUS AT CONTRACTOR'S OPTION.

CONCRETE

1. PROVIDE MIX DESIGNS THAT WILL MEET THE MINIMUM REQUIREMENTS LISTED HEREIN:

   A. MINIMUM 28-DAY STRENGTH: 4000 PSI

   B. TYPE I/II CEMENT

   C. SMALL TO MEDIUM AGGREGATE (1" MAX.)

   D. WATER/CEMENT RATIO OF .45 OR LESS

   E. MIX DESIGNS CONTAINING FLY ASH: THE AMOUNT OF FLY ASH USED SHALL NOT EXCEED 20% BY WEIGHT OF THE COMBINED WEIGHT OF FLY ASH PLUS CEMENT.

   F. AIR ENTRAINMENT NOT TO EXCEED 3%.

2. DO NOT INSTALL CONCRETE WORK OVER SATURATED, MUDDY, OR FROZEN SUBGRADE.

3. PROTECT ADJACENT WORK AND PROVIDE TEMPORARY BARRICADES AS REQUIRED FOR PROTECTION OF PROJECT WORK AND PUBLIC SAFETY.

4. MECHANICALLY VIBRATE ALL CONCRETE FLATWORK WHEN PLACED, EXCEPT THAT SLABS ON GRADE AND SLABS ON DECK NEED TO BE VIBRATED ONLY AROUND EMBEDDED ITEMS.

5. CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED PER THE ACI CODE, WHEN REQUIRED BY THE PROJECT. FREQUENCY= 1 SET OF CYLINDERS PER 50 CY'S PLACED. OWNER TO BEAR ALL COSTS.

6. ALL REINFORCING, INCLUDING DOWELS AND ANCHOR BOLTS, SHALL BE SECURELY TIED IN LOCATION BEFORE PLACING CONCRETE OR GROUT. DOWELS WILL NOT BE ALLOWED TO BE "STABBED" IN.

7. IN AN EFFORT TO CONTROL SHRINKAGE AND QUALITY, FLATWORK/FLOORS SHOULD BE PLACED IN SECTIONS OF 25 CY'S OR LESS.

8. CONDUITS, PIPES, AND SLEEVES EMBEDDED IN CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ACI 6.3.

CONCRETE PLACEMENT

1. CONSOLIDATE CONCRETE BY MECHANICAL VIBRATING EQUIPMENT SUPPLEMENTED BY HAND-SPADING, RODDING OR TAMPING. USE EQUIPMENT AND PROCEDURES TO CONSOLIDATE CONCRETE ACCORDING TO RECOMMENDATIONS IN ACI 309R.

   A. CONSOLIDATE CONCRETE ALONG FACE OF FORMS AND ADJACENT TO TRANSVERSE JOINTS WITH AN INTERNAL VIBRATOR. KEEP VIBRATOR AWAY FROM JOINT ASSEMBLIES, REINFORCEMENT, OR SIDE FORMS. USE ONLY SQUARE-FACED SHOVELS FOR HAND-SPREADING AND CONSOLIDATION. CONSOLIDATE WITH CARE TO PREVENT DISLOCATING REINFORCEMENT, DOWELS, AND JOINT DEVICES.

2. COLD WEATHER PLACEMENT: COMPLY WITH ACI 306.1 AND AS FOLLOWS. PROTECT CONCRETE WORK FROM PHYSICAL DAMAGE OR REDUCED STRENGTH THAT COULD BE CAUSED BY FROST, FREEZING ACTIONS, OR LOW TEMPERATURES.

   A. WHEN AIR TEMPERATURE HAS FALLEN TO OR IS EXPECTED TO FALL BELOW 40 DEG F, UNIFORMLY HEAT WATER AND AGGREGATES BEFORE MIXING TO OBTAIN A CONCRETE MIXTURE TEMPERATURE OF NOT LESS THAN 50 DEG F AT POINT OF PLACEMENT.

   B. DO NOT USE FROZEN MATERIALS OR MATERIALS CONTAINING ICE OR SNOW.

   C. DO NOT USE CALCIUM CHLORIDE, SALT, OR OTHER MATERIALS CONTAINING ANTIFREEZE AGENTS OR CHEMICAL ACCELERATORS, UNLESS OTHERWISE SPECIFIED AND APPROVED IN MIX DESIGNS.

3. HOT-WEATHER PLACEMENT: PLACE CONCRETE ACCORDING TO RECOMMENDATION IN ACI 305R AND AS FOLLOWS WHEN HOT-WEATHER CONDITIONS EXIST:

   A. COOL INGREDIENTS BEFORE MIXING TO MAINTAIN CONCRETE TEMPERATURE AT TIME OF PLACEMENT BELOW 100 DEG FAHRENHEIT. CHILLED MIXING WATER OR CHOPPED ICE MAY BE USED TO CONTROL TEMPERATURE, PROVIDED WATER EQUIVALENT OF ICE IS CALCULATED TO TOTAL AMOUNT OF MIXING WATER. USING LIQUID NITROGEN TO COOL CONCRETE IS CONTRACTORS OPTION.

   B. FOG-SPRAY FORMS, REINFORCEMENT STEEL, AND SUBGRADE JUST BEFORE PLACING CONCRETE. KEEP SUBGRADE MOISTURE UNIFORM WITHOUT STANDING WATER, SOFT SPOTS, OR DRY AREAS.

4. **FINISH: ALL EXPOSED CONCRETE SURFACES ARE TO BE HARD STEEL TROWEL FINISH UNLESS OTHERWISE NOTED. TROWEL UNTIL ALL VISIBLE PORES ARE CLOSED. CEASE TROWELING BEFORE SURFACE BECOMES GLOSSY. DO NOT BROOM FINISH AND DO NOT TROWEL BURN SURFACE.**
   a. ALL EDGE TOOLING SHOULD BE 1/8 INCH RADIUS UNLESS OTHERWISE SPECIFIED.

5. COLOR: ALL CONCRETE SURFACES ARE TO BE NATURAL GRAY COLOR UNLESS OTHERWISE NOTED. MINOR VARIATIONS IN APPEARANCE OF COLORED CONCRETE, WHICH ARE SIMILAR TO NATURAL VARIATIONS IN COLOR AND APPEARANCE OF UNCOLORED CONCRETE, ARE ACCEPTABLE. DO NOT BROOM FINISH AND DO NOT TROWEL BURN SURFACE.

CONCRETE PROTECTION AND CURING

1. GENERAL: PROTECT FRESHLY PLACED CONCRETE FROM PREMATURE DRYING AND EXCESSIVE COLD OR HOT TEMPERATURES. COMPLY WITH ACI 306.1 FOR COLD-WEATHER PROTECTION AND FOLLOW RECOMMENDATIONS IN ACI 305R FOR HOT-WEATHER PROTECTION DURING CURING. KEEP MOIST FOR NECESSARY AMOUNT OF TIME TO REACH CONCRETE STRENGTH AND INHIBIT MOISTURE LOSS AFTER PLACING.

2. EVAPORATION RETARDANT: WATERBORNE, MONOMOLECULAR FILM FORMING, MANUFACTURED FOR APPLICATION TO FRESH CONCRETE, SUCH AS EUCOBAR EVAPORATION RETARDANT BY THE EUCLID CHEMICAL COMPANY. APPLY EVAPORATION RETARDANT TO CONCRETE SURFACES IF HOT, DRY, OR WINDY CONDITIONS CAUSE MOISTURE LOSS BEFORE AND DURING FINISHING OPERATIONS. APPLY TO EXPOSED SURFACE OF CONCRETE ACCORDING TO MANUFACTURERS WRITTEN INSTRUCTIONS AS NECESSARY.

3. BEGIN CURING AFTER FINISHING CONCRETE, BUT NOT BEFORE FREE WATER HAS DISAPPEARED FROM CONCRETE SURFACE.

4. CURING METHODS: CURE CONCRETE BY CURING COMPOUND, MOISTURE CURING, MOISTURE-RETAINING-COVER CURING, OR A COMBINATION OF THESE AS FOLLOWS:

   A. CURING COMPOUND: MEET REQUIREMENTS OF MANUFACTURER'S CURRENT PRINTED APPLICATION INSTRUCTIONS AND COVERAGE RATE CHART. FOR HORIZONTAL APPLICATIONS, IMMEDIATELY APPLY AFTER ALL SURFACE WATER HAS DISAPPEARED AND THE CONCRETE SURFACE IS HARD ENOUGH TO WALK ON. FOR VERTICAL APPLICATIONS, APPLY IMMEDIATELY AFTER REMOVING THE CONCRETE FORMS. APPLY IN A UNIFORM AND CONTINUOUS MANNER. AVOID OVER-APPLICATION OR PUDDLING OF CURING COMPOUND. PROTECT SURFACE FROM WATER, ADJACENT SHOTCRETE WORK, AND DEBRIS.

   B. MOISTURE CURING: KEEP SURFACES CONTINUOUSLY MOIST FOR NOT LESS THAN SEVEN DAYS WITH THE FOLLOWING MATERIALS:
      - WATER.
      - CONTINUOUS WATER-FOG SPRAY.
      - ABSORPTIVE COVER, WATER SATURATED, AND KEPT CONTINUOUSLY WET. COVER CONCRETE SURFACES AND EDGES, OVERLAP SEAMS MIN. 6" BETWEEN ADJACENT ABSORPTIVE COVERS.

   C. MOISTURE-RETAINING-COVER CURING: COVER CONCRETE SURFACES WITH MOISTURE-RETAINING COVER FOR CURING CONCRETE, PLACED IN WIDEST PRACTICABLE WIDTH, WITH SIDES AND ENDS LAPPED AT LEAST 6 INCHES.

CURING MATERIALS

1. ABSORPTIVE COVER: AASHTO M 182, CLASS 2, BURLAP CLOTH MADE FROM JUTE OR KENAF, WEIGHING APPROXIMATELY 9OZ./SQ. YD. DRY.

2. MOISTURE-RETAINING COVER: ASTM C 171, POLYETHYLENE FILM OR WHITE BURLAP-POLYETHYLENE SHEET (BUR LENE).

3. WATER: POTABLE.

4. CURING COMPOUND: ASTM C-309, CLEAR, WATER-BASED, NO VOLATILE, NON-STAINING, MEMBRANE-FORMING, COMPATIBLE WITH SUBSEQUENT CONCRETE TREATMENTS. ACCEPTABLE PRODUCT: W.R. MEADOWS 1100-CLEAR, OR APPROVED EQUAL.

JOINT MATERIALS

1 EXPANSION AND ISOLATION JOINT FILLER STRIPS: EXPANSION JOINT MATERIALS SHALL BE FLEXIBLE POLYETHYLENE CLOSED CELL FOAM OR SIMILAR AND SUPPLIED BY CONCRETE CONTRACTOR. DECK-O-FOAM OR EQUIVALENT.

2 EXPANSION JOINT SEALANT: SIKAFLEX - 1A NS TG POLYURETHANE ELASTOMERIC SEALANT, OR APPROVED EQUAL. COLOR OF CAULK SHOULD RESEMBLE NATURAL COLOR OF CONCRETE (ALUMINUM GRAY OR LIMESTONE).

3 SAW CUT JOINT SEALANT: SIKAFLEX-1C SL HIGH PERFORMANCE, SELF-LEVELING, 1-PART POLYURETHANE SEALANT, OR APPROVED EQUAL. COLOR OF CAULK SHOULD RESEMBLE NATURAL COLOR OF CONCRETE (ALUMINUM GRAY OR LIMESTONE)

JOINTS

1. GENERAL: CONSTRUCT CONSTRUCTION, ISOLATION, AND CONTRACTION JOINTS AND TOOL EDGINGS TRUE TO LINE WITH FACES PERPENDICULAR TO SURFACE PLANE OF CONCRETE. CONSTRUCT TRANSVERSE JOINTS AT RIGHT ANGLES TO CENTERLINE, UNLESS OTHERWISE INDICATED.

2. EXPANSION JOINTS: FORM EXPANSION JOINTS OF SPECIFIED JOINT-FILLER STRIPS WHERE INDICATED

   A. LOCATE EXPANSION JOINTS AS INDICATED ON DRAWINGS.

   B. EXTEND JOINT FILLERS FULL WIDTH AND DEPTH OF JOINT.

3. INSTALL DOWEL BARS AND SUPPORT ASSEMBLIES AT JOINTS WHERE INDICATED. LUBRICATE OR ASPHALT-COAT ONE-HALF DOWEL LENGTH TO PREVENT CONCRETE BONDING TO ONE SIDE OF JOINT.

4. CONTROL JOINTS: FORM WEAKENED-PLANE JOINTS, SECTIONING CONCRETE INTO AREAS AS INDICATED. CONSTRUCT CONTROL JOINTS FOR A DEPTH AS INDICATED IN THE DRAWINGS (GENERALLY 1/3 OF THE PAVEMENT THICKNESS), AS FOLLOWS:

   A. SAWED JOINTS: FORM CONTROL JOINTS WITH POWER SAWS EQUIPPED WITH SHATTERPROOF ABRASIVE OR DIAMOND-RIMMED BLADES. CUT 1/8 INCH WIDE JOINTS INTO CONCRETE WHEN CUTTING ACTION WILL NOT TEAR, ABRADE, OR OTHERWISE DAMAGE SURFACE AN BEFORE DEVELOPING RANDOM CONTRACTION CRACKS. EARLY SAW CUTS ARE APPROXIMATELY 1 INCH DEEP, REGARDLESS OF PAVEMENT THICKNESS. REFER TO CONTROL JOINT GUIDE DRAWING OF PLAN SET IF APPLICABLE.

   B. IF SKATEPARK PROJECT DESIGN UTILIZES POURED STEPS, CONTROL JOINTS MUST BE CUT 3 - 4 FEET FROM THE EDGE OF THE TOP STEP.

5. POST CURE DETAIL WORK (AS NEEDED): GRIND SMOOTH ANY INCONSISTENCIES IN THE FINISH OR HIGH SPOTS BETWEEN POURS.

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SPECIFICATIONS

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METALS

1. FURNISH MATERIALS AND PERFORM LABOR REQUIRED TO EXECUTE THIS WORK AS INDICATED ON THE DRAWINGS, AS SPECIFIED, AND AS NECESSARY TO COMPLETE THE CONTRACT, INCLUDING, BUT NOT LIMITED TO BOWL STEEL COPING, LEDGE STEEL EDGING, HANDRAILS, AND GRIND RAILS.

2. USING SKILLED WORKERS, FORM AND FABRICATE ITEMS OF WORK AS INDICATED AND AS REQUIRED TO MEET INSTALLATION CONDITIONS. MAKE PROVISIONS TO CONNECT WITH OR RECEIVE THE WORK OF OTHER TRADES.

3. USE MATERIALS OF SIZE AND THICKNESS SHOWN OR, IF NOT SHOWN, OF REQUIRED SIZE AND THICKNESS TO PRODUCE STRENGTH AND DURABILITY IN THE FINISHED PRODUCT.

4. UNLESS OTHERWISE INDICATED, WELD OR BOLT CONNECTIONS BETWEEN MEMBERS. WHERE POSSIBLE, CONCEAL CONNECTIONS ON THE FINISHED WORK. FIT OR MITER EXPOSED JOINTS TO HAIRLINE TOLERANCE OR USE WELDED JOINTS. ON FINISHED SURFACES, GRIND ALL WELDS SMOOTH AND FLUSH WITH BASE METAL.

5. WELD CONNECTIONS WHICH ARE NOT TO BE LEFT AS EXPOSED JOINTS, BUT CANNOT BE SHOP WELDED BECAUSE OF SHIPPING SIZE LIMITATIONS.

6. CAP ALL EXPOSED TUBE OR PIPE ENDS. USE SIZE AND THICKNESS OF MATERIAL SHOWN. PROPERLY FIT AND WELD CAP AT JOINT, GRIND WELD SMOOTH AND FLUSH WITH BASE METAL.

7. BEND PIPE OR TUBING WITHOUT COLLAPSING OR DEFORMING THE WALLS, SO AS TO PRODUCE A SMOOTH UNIFORM CURVED SECTION AND MAINTAIN UNIFORM SECTIONAL SHAPE.

8. WHERE ITEMS ARE TO BE IMBEDDED IN CONCRETE OR MASONRY, PROVIDE WELDED-ON ANCHORS OR LUGS AS INDICATED OR REQUIRED.

9. PROVIDE TEMPORARY BRACING OR ANCHORS IN FORMWORK FOR ITEMS WHICH ARE TO BE BUILT INTO CONCRETE OR SIMILAR CONSTRUCTION.

10. FASTENING TO IN-PLACE CONSTRUCTION: PROVIDE ANCHORING DEVICES AND FASTENERS WHERE NECESSARY FOR SECURING MISCELLANEOUS METAL FABRICATIONS TO IN-PLACE CONSTRUCTION INCLUDING THREADED FASTENERS FOR CONCRETE INSERTS, OR OTHER CONNECTORS AS REQUIRED.

11. GALVANIZING REPAIR--USE A HIGH ZINC DUST CONTENT PAINT FOR RE-GALVANIZING WELDS IN GALVANIZED STEEL. HOT GALVANIZED SOLDER IS ALSO ACCEPTABLE. USE RUST-OLEUM COLD GALVANIZING COMPOUND SPRAY, OR SIMILAR.

12. ALL WELDING SHALL CONFORM TO REQUIREMENTS OF AWS STANDARDS. ALL WELDING SHALL BE SHIELDED METAL ARC WELDING. WELDS IN FINISH WORK SHALL BE FILLED OUT FLUSH, GROUND AND DISTRESSED.

13. ASTM A-36 FOR C, MC, ANGLES, AND PLATES.

14. ASTM A-53 GRADE B OR A-500 GRADE B OR A-501 GRADE B FOR STEEL PIPES.

15. ASTM A-123 STANDARD SPECIFICATION FOR ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS

16. ASTM A-780 STANDARD PRACTICE FOR REPAIR OF DAMAGED AND UNCOATED AREAS OF HOT-DIP GALVANIZED COATINGS.

SUPPLEMENTARY NOTES

1. THESE CONTRACT DOCUMENTS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE IMPROVEMENTS, WORKERS, AND OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, MEANS AND METHODS, BRACING, SHORING, FORMS, SCAFFOLDING, GUYING OR OTHER MEANS TO AVOID EXCESSIVE STRESSES AND TO HOLD ELEMENTS IN PLACE DURING CONSTRUCTION. OBSERVATION VISITS TO THE SITE BY THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.

2. OPTIONS AND SUBSTITUTIONS (APPROVED BY OWNER/SKATEPARK DESIGNER/ARCHITECT) ARE FOR CONTRACTOR'S CONVENIENCE. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING ALL CHANGES AND ADDITIONAL COSTS NECESSARY AND SHALL COORDINATE ALL DETAILS WITH SKATEPARK DESIGNER THROUGH PRIME CONTRACTOR.

3. ANY ENGINEERING DESIGN PROVIDED BY CONTRACTOR OR OTHERS AND SUBMITTED FOR REVIEW SHALL BE WET SIGNED AND STAMPED BY AN INSURED REGISTERED STRUCTURAL OR CIVIL ENGINEER LICENSED IN THE STATE OF WHICH THE PROJECT IS LOCATED, IF REQUIRED BY CITY OR COUNTY.

4. UNLESS NOTED OTHERWISE, DETAILS ON CONSTRUCTION DRAWINGS ARE TYPICAL AS INDICATED BY CUTS, REFERENCES, OR TITLES. ALL DETAILS SHOWN SHALL BE IMPORTED INTO THE PROJECT AT ALL APPROPRIATE LOCATIONS, WHETHER SPECIFICALLY INDICATED OR NOT. TYPICAL DETAILS MAY OR MAY NOT BE REFERENCED ON THE DOCUMENTS, BUT SHALL APPLY AT ALL LOCATIONS, UNLESS NOTED OTHERWISE. WHERE NO DETAIL CUTS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK SHOWN ELSEWHERE ON THE PROJECT. FOR BIDDING PURPOSES, WHERE ANY SHOWN MEMBER OR STRUCTURAL ELEMENT IS NOT SIZED ON THE DOCUMENTS, THE LARGEST SIMILAR MEMBER USED IN THE PROJECT SHALL BE UTILIZED.

5. ALL DIMENSIONS AND ELEVATIONS SHOWN ON CONSTRUCTION DRAWINGS SHALL BE VERIFIED WITH ARCHITECTURAL DRAWINGS (IF REQUIRED BY THE PROJECT). RESOLVE ALL DISCREPANCIES WITH SKATEPARK DESIGNER AND PRIME CONTRACTOR PRIOR TO START OF CONSTRUCTION. DO NOT SCALE DRAWINGS.

6. CONTRACTOR SHALL ESTABLISH AND VERIFY IN FIELD ALL EXISTING CONDITIONS AFFECTING NEW CONSTRUCTION. CONTACT SKATEPARK DESIGNER AND PRIME CONTRACTOR IMMEDIATELY IF EXISTING CONDITIONS ARE NOT AS DEPICTED IN DRAWINGS.

7. ***SKATE FEATURE DESIGN AND LAYOUT ARE THE RESPONSIBILITY OF THE SKATEPARK DESIGNER.**

PAVEMENT TOLERANCES

4. CONTRACTOR MUST ACHIEVE POSITIVE DRAINAGE FOR ALL SURFACES WITHIN THE SKATEPARK AREA WHENEVER POSSIBLE.

REPAIRS AND PROTECTION

1. REMOVE AND REPLACE CONCRETE PAVEMENT THAT IS BROKEN, DAMAGED, OR DEFECTIVE, OR DOES NOT MEET REQUIREMENTS IN THIS SECTION. THE CONTRACTOR SHALL FIX ALL CRACKS AND DISPLACEMENTS LARGER THAN 3/16" UP TO THE PROJECT COMPLETION.

2. PROTECT CONCRETE FROM DAMAGE. EXCLUDE TRAFFIC FROM PAVEMENT FOR AT LEAST 14 DAYS AFTER PLACEMENT. WHEN CONSTRUCTION TRAFFIC IS PERMITTED, MAINTAIN PAVEMENT AS CLEAN AS POSSIBLE BY REMOVING SURFACE STAINS AND SPILLAGE OF MATERIALS AS THEY OCCUR.

3. MAINTAIN CONCRETE PAVEMENT OF FREE STAINS, DISCOLORATION, DIRT, AND OTHER FOREIGN MATERIAL.

SHOTCRETE SPECIFICATIONS

PART 1- GENERAL

1.1 SUMMARY

A. SPECIALTY CONSTRUCTION:

A.A. DESCRIPTION: SHOTCRETE APPLICATION, CUTTING, SCULPTING AND FINISH WORK HAS BEEN DEEMED AS SPECIALTY CONSTRUCTION WORK WITHIN THE CONSTRUCTION DOCUMENTS. ALL WORK RELATED TO THE SPECIALTY CONSTRUCTION SHALL BE COORDINATED BY THE PROJECT ENGINEER, AND THE PRE-QUALIFIED SPECIALTY CONTRACTOR, PRIOR TO THE START OF CONSTRUCTION.

1.2 QUALITY ASSURANCE

A. STANDARDS: COMPLY WITH THE REQUIREMENTS OF THE CURRENT EDITION OF THE FOLLOWING CODES AND STANDARDS, EXCEPT AS HEREIN MODIFIED:

A.A. AMERICAN CONCRETE INSTITUTE (ACI): 506, CHAPTER 13, WET METHOD. CHAPTER 5, SHOTCRETE CREW

A.B. ASTM: "AMERICAN SOCIETY FOR TESTING MATERIALS"

1.3 REFERENCE STANDARDS

A. ACI 305- RECOMMENDED PRACTICE FOR HOT WEATHER CONCRETING.

B. ACI 306- RECOMMENDED PRACTICE FOR COLD WEATHER CONCRETING.

C. ASTM C33- CONCRETE AGGREGATES

D. ASTM C94- READY-MIXED CONCRETE

E. ASTM C143- TEST FOR SLUMP OF PORTLAND CEMENT CONCRETE

F. ASTM C150- PORTLAND CEMENT

G. ASTM C260- AIR-ENTRAINING ADMIXTURES FOR CONCRETE

H. ASTM C494- CHEMICAL ADMIXTURES FOR CONCRETE

I. ASTM C618- FLY ASH AND RAW OR CALCINED NATURAL POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE.

1.4 JOB CONDITIONS

A. COORDINATION:

A.A. COORDINATE SCHEDULES OF CONCRETE WORK TO ALLOW ADEQUATE TIME FOR INSTALLATION OF OTHER RELATED WORK.

A.B. VERIFY THAT ANCHOR BOLTS AND OTHER EMBEDDED STEEL ITEMS TO BE CAST INTO CONCRETE ARE PROPERLY PLACED.

A.C. COORDINATE EARTHWORK AND SOILS REPORT RECOMMENDATIONS WITH PLACEMENT REQUIREMENTS.

A.D. COORDINATE WITH FORM-WORK AND FINISHES SECTIONS TO PROVIDE FINISH FLOORLEVELNESS AND FLATNESS AS SPECIFIED HEREIN. SLOPE TO DRAINS AT GRADES AND PERCENT SLOPE SHOWN IN THE CONSTRUCTION DRAWINGS.

PART 2- SHOTCRETE WORK

2.1 SHOTCRETE MIX DESIGN

A. PROVIDE MIX DESIGNS THAT WILL MEET THE MINIMUM REQUIREMENTS LISTED HEREIN:

A.A. MINIMUM 28-DAY STRENGTH: 4000 PSI

A.B. TYPE I/II CEMENT

A.C. SMALL AGGREGATE (1/2" MAX.)

A.D. WATER/CEMENT RATIO OF .45 OR LESS

A.E. AIR ENTRAINMENT NOT TO EXCEED 3%

B. MIX DESIGNS FOR SHOTCRETE CONTAINING FLY ASH: THE AMOUNT OF FLY ASH USED SHALL NOT EXCEED 20% BY WEIGHT OF THE COMBINED WEIGHT OF FLY ASH PLUS CEMENT.

2.2 CONCRETE APPLICATION EQUIPMENT

A. FOR WET MIX SHOTCRETE:

A.A. MIXING EQUIPMENT: CAPABLE OF THOROUGHLY MIXING AGGREGATE, CEMENT AND WATER IN SUFFICIENT QUANTITY TO MAINTAIN CONTINUOUS PLACEMENT.

A.B. AIR SUPPLY: CLEAN AIR ADEQUATE FOR MAINTAINING SUFFICIENT NOZZLE VELOCITY FOR PARTS OF WORK, AND FOR SIMULTANEOUS OPERATION OF BLOW PIPE FOR CLEANING AWAY REBOUND.

A.C. DELIVERY EQUIPMENT: CAPABLE OF DISCHARGING AGGREGATE-CEMENT-WATER MIXTURE ACCURATELY, UNIFORMLY, AND CONTINUOUSLY THROUGH DELIVERY HOSE.

PART 3- EXECUTION

3.1 INSPECTION

A. EXAMINATION: EXAMINE CONCRETE FORMWORK AND VERIFY THAT IT IS TRUE TO LINE AND DIMENSION, ADEQUATELY BRACED AGAINST VIBRATION, AND CONSTRUCTED TO PERMIT ESCAPE OF AIR AND REBOUND BUT TO PREVENT LEAKAGE DURING SHOTCRETING. CORRECT DEFICIENCIES.

B. NOTIFICATION: NOTIFY OTHER TRADES INVOLVED IN AMPLE TIME TO PERMIT THE PROPER INSTALLATION OF THEIR WORK. COOPERATE IN SETTING SUCH WORK.

C. EXISTING SURFACES: EXAMINE EXISTING CONCRETE SURFACES FOR UNSOUND MATERIAL. CORRECT DEFICIENCIES.

3.2 PREPARATION FOR INSTALLATION OF CONCRETE

A. FORMS: USE A FORM-COATING MATERIAL ON REMOVABLE FORMS TO PREVENT ABSORPTION OF MOISTURE AND TO PREVENT BOND WITH SHOTCRETE.

3.3 CONCRETE BATCHING AND MIXING

A. PROPORTIONS: MIX PROPORTIONS SHALL BE CONTROLLED BY WEIGHT BATCHING.

B. SCHEDULING: CONCRETE SHALL NOT EXCEED A TEMPERATURE OF 100 DEGREES FAHRENHEIT AT TIME OF PLACEMENT UNLESS PRE-APPROVED BY THE PROJECT ENGINEER.

3.4 CONCRETE PLACEMENT

A. PLACEMENT: USE SUITABLE DELIVERY EQUIPMENT AND PROCEDURES THAT WILL RESULT IN SHOTCRETE IN PLACE MEETING THE REQUIREMENTS OF THIS SPECIFICATION. DETERMINE OPERATING PROCEDURES FOR PLACEMENT IN, EXTENDED DISTANCES, AND AROUND ANY OBSTRUCTIONS WHERE PLACEMENT VELOCITIES AND MIX CONSISTENCY MUST BE ADJUSTED.

B. PLACEMENT TECHNIQUES:

B.A. CONTROL THICKNESS, METHOD OF SUPPORT, AIR PRESSURE, AND/OR WATER CONTENT OF SHOTCRETE TO PRECLUDE SAGGING OR SLOUGHING OFF. DISCONTINUE SHOTCRETING OR PROVIDE SUITABLE MEANS TO SCREEN THE NOZZLE STREAM IF WIND OR AIR CURRENTS CAUSE SEPARATION OF THE NOZZLE STREAM DURING PLACEMENT.

B.B. HOLD NOZZLE AS PERPENDICULAR TO SURFACE AS WORK WILL PERMIT, TO SECURE MAXIMUM COMPACTION WITH MINIMUM REBOUND.

B.C. IN SHOTCRETING WALLS, BEGIN APPLICATION AT BOTTOM. ENSURE WORK DOES NOT SAG.

B.D. LAYERING:

B.D.A. BUILD UP LAYERS BY MAKING SEVERAL PASSES OF NOZZLE OVER WORK AREA.

B.D.B. MAKE SURE SURFACE IS ADEQUATELY ROUGH TO WHICH, AFTER HARDENING, ADDITIONAL LAYERS OF SHOTCRETE ARE TO BE BONDED.

B.D.C. DAMPEN SURFACE (ACHIEVE SATURATED SURFACE DRY (SSD) CONDITION) JUST PRIOR TO APPLICATION OF SUCCEEDING LAYERS.

B.D.D. ALLOW EACH LAYER OF SHOTCRETE TO TAKE INITIAL SET BEFORE APPLYING SUCCEEDING LAYERS.

B.D.E. USE RADIAL TEMPLATES TO INSURE EXACT RADII FROM FLAT BOTTOM OF BOWL/PIPE TO FACE OF COPING. TEMPLATE SHALL BE FABRICATED FROM STEEL OR 3/4" MINIMUM PLYWOOD. CHECK EVERY HORIZONTAL FOOT WHEN APPLYING SHOTCRETE FOR CONFORMANCE OF INTENDED WALL RADII. BRACE TEMPLATE AND PLACE LEVELS AT ARC TO TANGENT CONNECTIONS TO INSURE NO KINKS WILL BE FORMED. KINKS AT THE BOTTOM OF BOWLS WILL NOT BE ACCEPTABLE. SLUMPING OF THE SHOTCRETE CAUSING COPING SETBACK WILL NOT BE ACCEPTABLE.

B.D.F. REMOVE ANY REBOUND OR ACCUMULATED LOOSE AGGREGATE FROM SURFACES TO BE COVERED PRIOR TO PLACING THE INITIAL OR ANY SUCCEEDING LAYERS OF SHOTCRETE. REBOUND SHALL NOT BE USED AS AGGREGATE.

B.E. PLACEMENT AROUND REINFORCEMENT:

B.E.A. HOLD THE NOZZLE AT SUCH DISTANCE AND ANGLE TO PLACE MATERIALS BEHIND REINFORCEMENT BEFORE ANY MATERIAL IS ALLOWED TO ACCUMULATE ON ITS FACE.

B.F. ACCESS: ALLOW EASY ACCESS TO SHOTCRETE SURFACES FOR SCREEDING AND FINISHING, PERMITTING UNINTERRUPTED APPLICATION.

3.14 REMOVAL OF SURFACE DEFECTS IN CONCRETE

A. GENERAL: REMOVE AND REPLACE SHOTCRETE WHICH LACKS UNIFORMITY, EXHIBITS SEGREGATION, HONEYCOMBING, OR LAMINATION, OR WHICH CONTAINS ANY DRY PATCHES, SLUGS, VOIDS OR POCKETS. REMOVE DEFECTIVE AREAS.

3.15 SHOTCRETE FINISH

A. FINISH: ALL EXPOSED SHOTCRETE SURFACES ARE TO BE HARD STEEL TROWEL FINISH UNLESS OTHERWISE NOTED. TROWEL UNTIL ALL VISIBLE POURS ARE CLOSED. CEASE TROWEL BEFORE GLASS FORMS ON SURFACE. DO NOT BROOM FINISH AND DO NOT BURN SURFACE.

B. GRINDING THE SURFACES WILL NOT BE AN ACCEPTABLE MEANS OF ACHIEVING THE INTENDED RADII/ANGLE.

C. COLOR: ALL SHOTCRETE SURFACES ARE TO BE NATURAL GRAY COLOR UNLESS OTHERWISE NOTED. MINOR VARIATIONS IN APPEARANCE OF COLORED CONCRETE, WHICH ARE SIMILAR TO NATURAL VARIATIONS IN COLOR AND APPEARANCE OF UNCOLORED CONCRETE, ARE ACCEPTABLE. DO NOT BROOM FINISH AND DO NOT TROWEL BURN SURFACE.

D. DURING THE CURING PERIOD, CONCRETE SHALL BE MAINTAINED AT A TEMPERATURE ABOVE 40 DEGREES FAHRENHEIT AND IN MOIST CONDITION. FOR INITIAL CURING, CONCRETE SHALL BE KEPT CONTINUOUSLY MOIST FOR 24 HOURS AFTER PLACEMENT IS COMPLETE. FINAL CURING SHALL CONTINUE FOR SEVEN DAYS AFTER PLACEMENT. COVER CONCRETE WITH POLYETHYLENE PLASTIC TO MAINTAIN TEMPERATURE IF NECESSARY. LAP SEAMS IN THE PLASTIC 6" AND WEIGH DOWN.

E. THE CONTRACTOR SHALL FIX ALL CRACKS AND DISPLACEMENTS LARGER THAN 3/16" UP TO THE PROJECT COMPLETION.

3.16 CONCRETE PROTECTION AND CURING

1. NERAL: PROTECT FRESHLY PLACED CONCRETE FROM PREMATURE DRYING AND EXCESSIVE COLD OR HOT TEMPERATURES. COMPLY WITH ACI 306.1 FOR COLD-WEATHER PROTECTION AND FOLLOW RECOMMENDATIONS IN ACI 305R FORHOT-WEATHER PROTECTION DURING CURING. KEEP MOIST FOR NECESSARY AMOUNT OF TIME TO REACH CONCRETE STRENGTH AND INHIBIT MOISTURE LOSS AFTER PLACING.

2. EVAPORATION RETARDANT: WATERBORNE, MONOMOLECULAR FILM FORMING, MANUFACTURED FOR APPLICATION TO FRESH CONCRETE, SUCH AS EUCOBAR EVAPORATION RETARDANT BY THE EUCLID CHEMICAL COMPANY. APPLY EVAPORATION RETARDANT TO CONCRETE SURFACES IF HOT, DRY, OR WINDY CONDITIONS CAUSE MOISTURE LOSS BEFORE AND DURINGFINISHING OPERATIONS. APPLY TO EXPOSED SURFACE OF CONCRETE ACCORDING TO MANUFACTURERS WRITTEN INSTRUCTIONS AS NECESSARY.

3. BEGIN CURING AFTER FINISHING CONCRETE, BUT NOT BEFORE FREE WATER HAS DISAPPEARED FROM CONCRETE SURFACE.

4. CURING METHODS: CURE CONCRETE BY CURING COMPOUND, MOISTURE CURING, MOISTURE-RETAINING-COVER CURING, OR A COMBINATION OF THESE AS FOLLOWS:

A. CURING COMPOUND: MEET REQUIREMENTS OF MANUFACTURER'S CURRENT PRINTED APPLICATION INSTRUCTIONS AND COVERAGE RATE CHART. FOR HORIZONTAL APPLICATIONS, IMMEDIATELY APPLY AFTER ALL SURFACE WATER HAS DISAPPEARED AND THE CONCRETE SURFACE IS HARD ENOUGH TO WALK ON. FOR VERTICAL APPLICATIONS, APPLY IMMEDIATELY AFTER REMOVING THE CONCRETE FORMS. APPLY IN A UNIFORM AND CONTINUOUS MANNER. AVOID OVER-APPLICATION OR PUDDLING OF CURING COMPOUND. PROTECT SURFACE FROM WATER, ADJACENT SHOTCRETE WORK, AND DEBRIS.

B. MOISTURE CURING: KEEP SURFACES CONTINUOUSLY MOIST FOR NOT LESS THAN SEVEN DAYS WITH THE FOLLOWING MATERIALS:

B.A. WATER.

B.B. CONTINUOUS WATER-FOG SPRAY.

B.C. ABSORPTIVE COVER, WATER SATURATED, AND KEPT CONTINUOUSLY WET. COVER CONCRETE SURFACES AND EDGES, OVERLAP SEAMS MIN. 6" BETWEEN ADJACENT ABSORPTIVE COVERS.

C. MOISTURE-RETAINING-COVER CURING:

C.A. COVER CONCRETE SURFACES WITH MOISTURE-RETAINING COVER FOR CURING CONCRETE, PLACED IN WIDEST PRACTICABLE WIDTH, WITH SIDES AND ENDS LAPPED AT LEAST 6 INCHES.

3.17 CURING MATERIALS

1. ABSORPTIVE COVER:

AASHTO M 182, CLASS 2, BURLAP CLOTH MADE FROM JUTE OR KENAF, WEIGHING APPROXIMATELY 9OZ./SQ. YD. DRY.

2. MOISTURE-RETAINING COVER:

ASTM C 171, POLYETHYLENE FILM OR WHITE BURLAP-POLYETHYLENE SHEET (BUR LENE).

3. WATER: POTABLE.

4. CURING COMPOUND: ASTM C-309, CLEAR, WATER-BASED, NO VOLATILE, NON-STAINING, MEMBRANE-FORMING, COMPATIBLE WITH SUBSEQUENT CONCRETE TREATMENTS. ACCEPTABLE PRODUCT: W.R. MEADOWS 1100-CLEAR, OR APPROVED EQUAL.

3.18 CONCRETE JOINTS

A. CLEANING: THE ENTIRE JOINT SHALL BE THOROUGHLY CLEANED AND WETTED PRIOR TO THE APPLICATION OF ADDITIONAL SHOTCRETE.

B. REINFORCEMENT: MAKE JOINTS PERPENDICULAR TO THE MAIN REINFORCEMENT. CONTINUE REINFORCEMENT ACROSS JOINTS.

3.19 CRACKING

A. SAW CUT CONTROL JOINTS AND CONSTRUCTION JOINTS MAY BE SHOWN IN THE CONSTRUCTION DRAWINGS FOR DIAGRAMMATIC PURPOSES ONLY. THE CONTRACTOR MAY, WITH APPROVAL OF THE SKATEPARK DESIGNER, RECOMMEND AND DETAIL ADDITIONAL JOINTS TO HELP PREVENT CRACKING.

B. THE CONTRACTOR SHALL FIX ALL CRACKS AND DISPLACEMENTS LARGER THAN 3/16" UP TO PROJECT COMPLETION.

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SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
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Sheet Title:
SPECIFICATIONS

Revisions:

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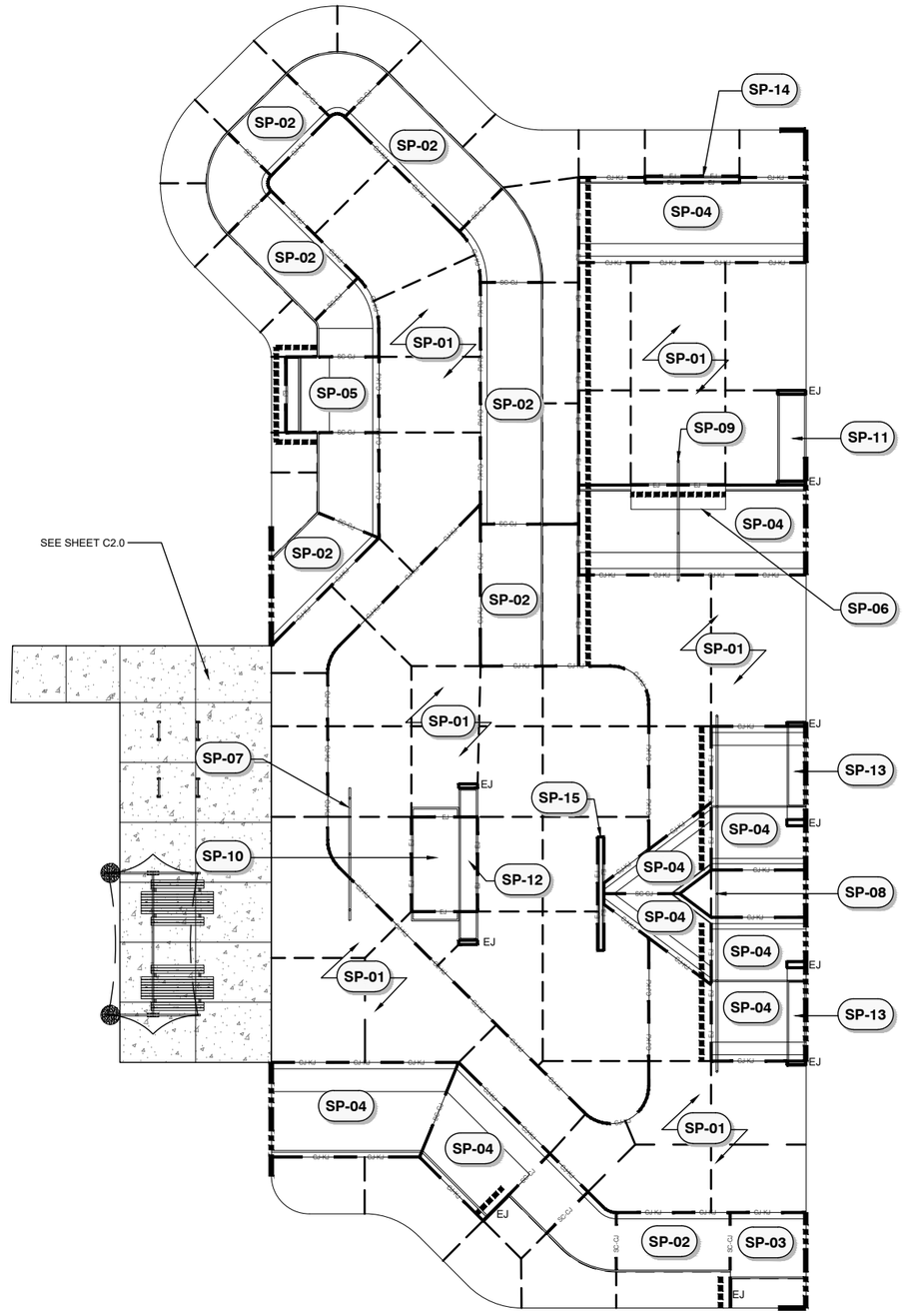

JOINTING SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
H-01	EXPANSION JOINT	238 LF	5/SK9.0
H-02	COLD JOINT / KEY JOINT	513 LF	7/SK9.0
H-03	SAWCUT	537 LF	6/SK9.0
H-04	SC / CJ	114 LF	
H-05	TURNDOWN EDGE AT FINISH SURFACE	117 LF	2/SK9.0
H-06	TURNDOWN EDGE AT FINISH GRADE	103 LF	3/SK9.0

INFORMATION SCHEDULE

SYMBOL	DESCRIPTION	DETAIL	SECTION
SP-01	4" THICK CONCRETE FLATWORK		
SP-02	QUARTERPIPE	1/SK9.1	B,S
SP-03	QUARTERPIPE EXTENSION	4/SK9.1	C, R
SP-04	RADIUS WEDGE	2/SK9.1	A, H, J, M, N, T
SP-05	RADIUS WEDGE EXTENSION	3/SK9.1	L
SP-06	EURO GAP	5/SK9.1	P
SP-07	ROUND FLAT GRIND RAIL	1/SK9.2	D
SP-08	LONG ROUND GRIND RAIL	5/SK9.2	I
SP-09	RAKED GRIND RAIL	2/SK9.2	O
SP-10	CANTILEVERED PANNED MANUAL PAD	4/SK9.2	E
SP-11	RAKED PANNED MANUAL LEDGE	3/SK9.2	Q
SP-12	PANNED GRIND LEDGE	1/SK9.3	F
SP-13	RAKED PANNED GRIND LEDGE	2/SK9.3	K
SP-14	RADIUS WEDGE TO SLAPPY CURB	8/SK9.1	U
SP-15	SLAPPY CURB	7/SK9.1	G1, G2

NOTES:

1. SEE SHEET SK4.0 FOR COLOR PLAN.
2. THE SLAB CONFIGURATION, NOTES, LOCATION OF EXPANSION JOINTS, COLD JOINTS, SAW CUTS, DETAIL REFERENCES, AND APPLICABLE DETAILS HAVE BEEN INCLUDED FOR CLARITY. JOINTS AND DETAILS SHOWN ARE FOR THE SKATEPARK ONLY. REFER TO THE SITE PLANS AND DETAILS FOR SCOPES BEYOND THE SKATEPARK.
3. SUGGESTED ORDER OF CONSTRUCTION FOR CONCRETE ELEMENTS WITHIN THE SKATEPARK FOOTPRINT:
   A. SUBGRADE PREP - GRADE, MOISTURE CONDITION, AND COMPACT SKATEPARK FOOTPRINT TO +/- .1' OF SPECIFIED SUBGRADE ELEVATIONS.
   B. FINE GRADING
   C. LEDGES AND MANUAL PADS
   D. BANKS AND TRANSITIONS
   E. GRIND RAIL FOOTING INSTALLATION
   F. FLOOR SLAB/FLATWORK
4. ALL EXPOSED CONCRETE AND SHOTCRETE SURFACES TO BE NATURAL GRAY IN COLOR WITH HARD STEEL TROWEL FINISH UNLESS OTHERWISE SPECIFIED.
5. NO OVERCUTS SHALL BE ACCEPTED.

**JOINT PLAN HAS BEEN DEVELOPED TO PROVIDE GUIDANCE TO THE CONTRACTOR FOR THE USE OF SAW CUTS, COLD & EXPANSION JOINTS. ACTUAL FIELD VARIANCES WILL TAKE PRECEDENCE OVER THIS GUIDE. CONTRACTOR SHALL CUT SLAB AS NEEDED TO MINIMIZE CRACKING.

ALIGN SAW CUTS WITH EXPANSION AND COLD JOINTS AND START FROM CORNERS WHERE POSSIBLE TO PREVENT EXCESS CRACKING. SAW CUTS SHALL BE NO MORE THAN 10' X 12' AND/OR NOT TO EXCEED 120 SQUARE FEET AND A 2:1 MAX. RATIO BETWEEN SAW CUTS AND COLD OR EXPANSION JOINTS.

ALL SAW CUTS TO BE FILLED WITH SELF-LEVELING POLYURETHANE SEALANT AND TOOLED FLAT. MASK ALL SAW CUT/CONSTRUCTION JOINT EDGES TO PROTECT SURROUNDING CONCRETE FROM EXCESS SEALANT. EXPANSION JOINTS TO BE FILLED WITH POLYURETHANE BASED NON- SAGGING ELASTOMERIC SEALANT AND TOOLED FLAT. COLOR OF CAULK SHOULD RESEMBLE COLOR OF CONCRETE (ALUMINUM GRAY OR SIMILAR)

NO OVERCUTS SHALL BE ACCEPTED.

** PROVIDE ⅛" TOOLED EDGES TO JOINTS - SEE TYPICAL DETAILS & CONSTRUCTION SPECIFICATIONS FOR JOINT INFORMATION & INSTALLATION

NORTH

0 8' 16' 32'

Scale: 1/16" = 1'-0"

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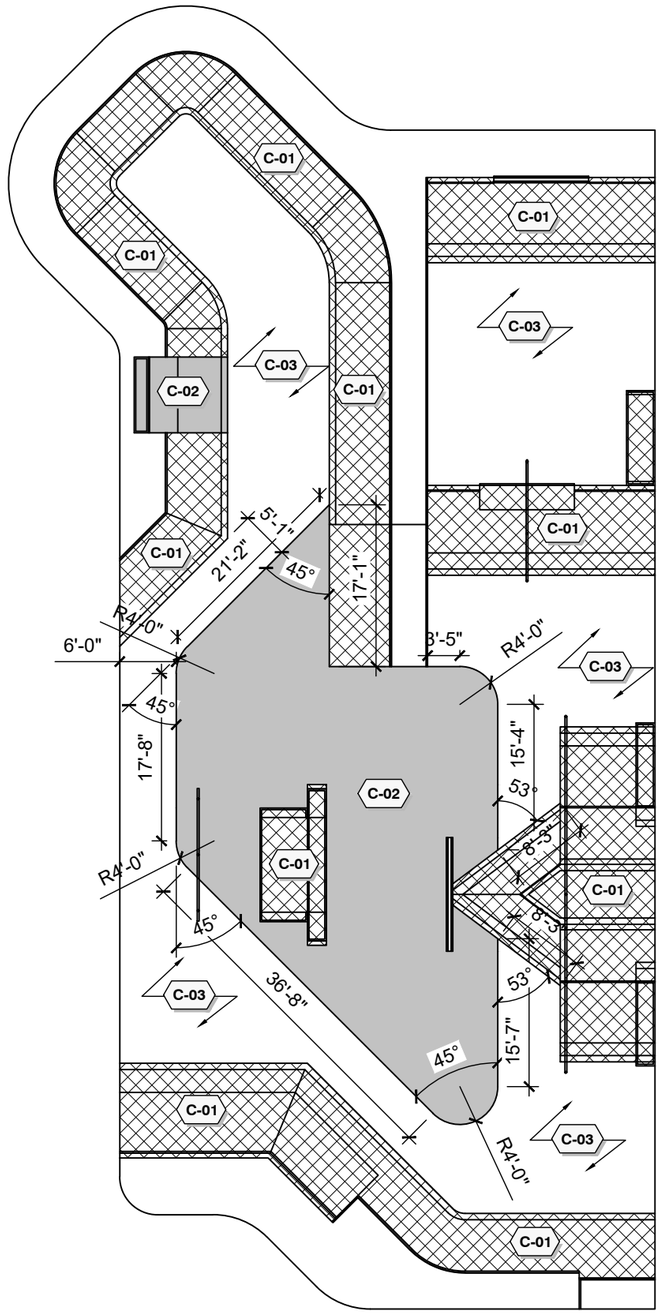

COLOR SCHEDULE

SYMBOL	DESCRIPTION	QTY
C-01	COLORED CAST-IN-PLACE CONCRETE TO BE `PALOMINO` BY EA PIGMENTS OR APPROVED EQUAL	2,357 SF
C-02	COLORED CAST-IN-PLACE CONCRETE TO BE `LET`S ROLL CHARCOAL` BY EA PIGMENTS OR APPROVED EQUAL	1,328 SF
C-03	CAST-IN-PLACE CONCRETE TO BE NATURAL GRAY	

COLOR NOTES:

1. CONCRETE COLOR AVAILABLE FROM EA PIGMENTS 1-888-222-7501, OR APPROVED EQUAL.
2. FINISH: ALL EXPOSED CONCRETE SURFACES ARE TO BE HARD STEEL TROWEL FINISH UNLESS OTHERWISE NOTED. TROWEL UNTIL ALL VISIBLE PORES ARE CLOSED. CEASE TROWELING BEFORE SURFACE BECOMES GLOSSY. DO NOT BROOM FINISH AND DO NOT TROWEL BURN SURFACE.
3. REFER TO STEEL PLAN ON SHEET SK7.0 FOR STEEL FINISH.

NORTH

0 8' 16' 32'

Scale: 1/16" = 1'-0"

Sheet Size - 11x17

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COLOR PLAN

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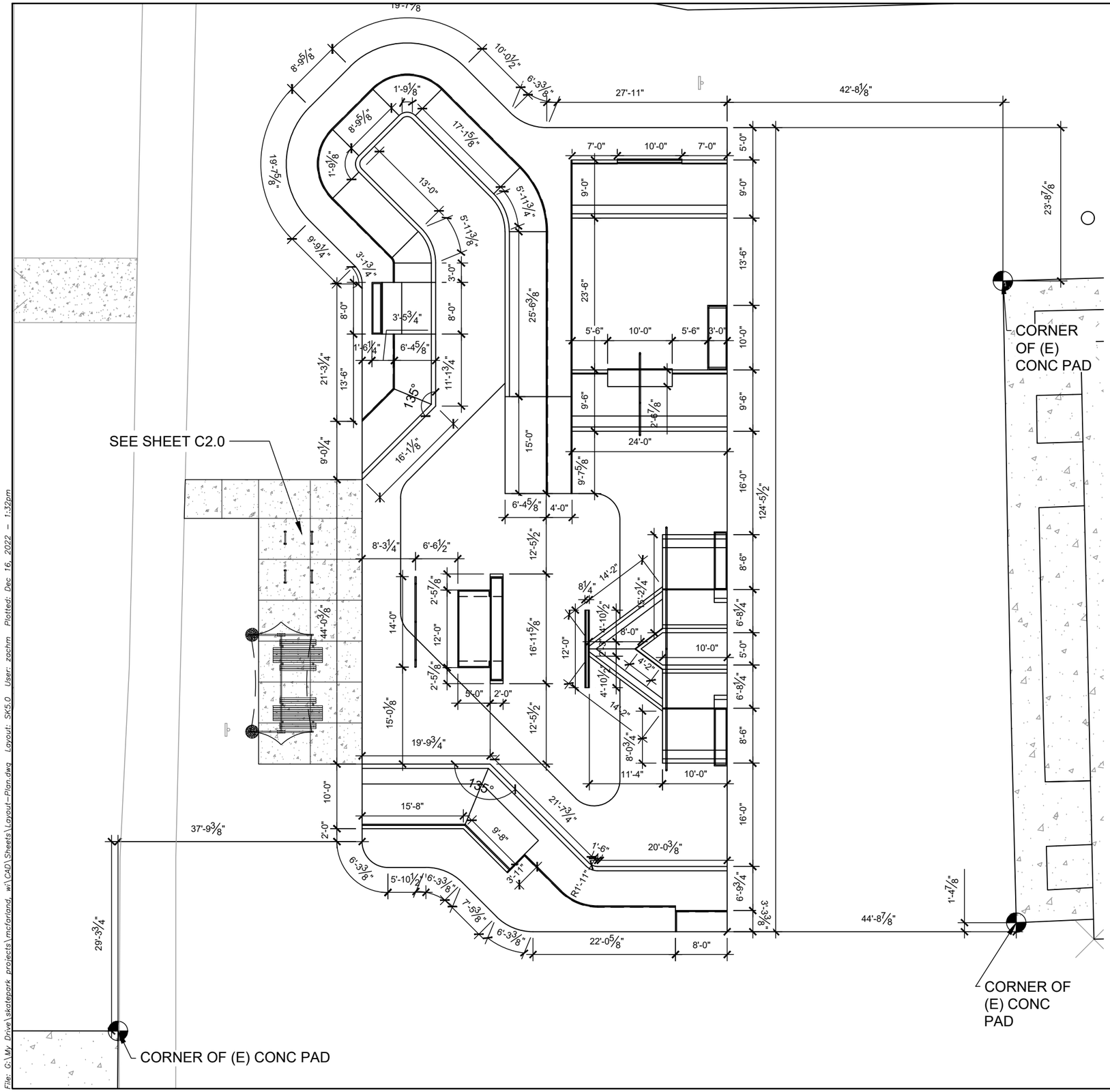

CONSTRUCTION NOTES:

1. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO ALL APPLICABLE GOVERNING CODES AND ORDINANCES.
2. ALL FORMS AND ALIGNMENTS OF PAVING, LAYOUT, AND SPECIAL PAVING AREAS SHALL BE REVIEWED AND APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO POURING (GIVE A MINIMUM OF 24 HOURS NOTICE)
3. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL PUBLIC IMPROVEMENTS, INCLUDING UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL REPAIR AND/OR REPLACE IN-KIND ALL PUBLIC IMPROVEMENTS DAMAGED, BROKEN, OR REMOVED DURING CONSTRUCTION
4. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS (UNLESS OTHERWISE NOTED).
5. ALL REBAR CROSSINGS TO BE TIED.
6. ALL CONSTRUCTION TO BE PLUMB AND TRUE, UNLESS OTHERWISE NOTED OR INDICATED.
7. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE A/E, OWNER/BUILDER OR OWNER'S REPRESENTATIVE.
8. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS AND FOR SAFETY CONDITIONS AT THE WORK SITE.
9. ALL BRACING, TEMPORARY SUPPORTS, SHORING, ETC.. ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. OBSERVATION VISITS TO THE JOB SITE BY THE A/E OR OWNER, DO NOT INCLUDE INSPECTION OF CONSTRUCTION PROCEDURES. THE VISIT SHALL NOT BE CONSTRUED AS CONTINUOUS AND DETAILED INSPECTIONS.
11. CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE CONSTRUCTED SIMILAR TO THE DETAILS FOR THE RESPECTIVE MATERIALS.
12. THE DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED CONSTRUCTION PRODUCT. THESE DOCUMENTS, ALTHOUGH PREPARED WITH CARE AND DILIGENCE, MAY CONTAIN ERRORS, OMISSIONS, CONTRADICTIONS, ETC. THE CONTRACTOR SHALL REVIEW ALL DOCUMENTS THOROUGHLY AND SHALL NOTIFY THE A/E IMMEDIATELY UPON ANY SUCH DISCOVERY OR DISCREPANCY. GOVERNING CODES SHALL THEN APPLY.
13. ALL SCALE DIMENSIONS ARE APPROXIMATE. WRITTEN DIMENSIONS AND DETAILS TAKE PRECEDENCE OVER SCALED DIMENSIONS. THE CONTRACTOR SHALL CHECK AND VERIFY ALL SITE DIMENSIONS PRIOR TO PROCEEDING WITH WORK AND CLARIFY WITH A/E, OWNER IF NECESSARY.
14. DESIGN, MATERIAL, EQUIPMENT AND PRODUCTS OTHER THAN THOSE DESCRIBED OR INDICATED ON DRAWINGS MAY BE CONSIDERED FOR USE. APPROVAL FOR SUBSTITUTIONS SHALL BE OBTAINED FROM THE A/E.
15. SHOP DRAWINGS SHALL BE SUBMITTED BY THE CONTRACTOR FOR THE CLARIFICATION OF DESIGN CONCEPT DETAILS & SUBSTITUTIONS.
16. DURING WORK AND THROUGH ITS COMPLETION, THE CONTRACTOR SHALL KEEP THE SITE CLEAN TO THE SATISFACTION OF THE OWNER.
17. FINAL MATERIAL, FINISHES AND COLOR SHALL BE APPROVED BY OWNER AND A/E PRIOR TO INSTALLATION.
18. CLEAN-UP SHALL TAKE PLACE ON A DAILY BASIS.
19. REFER TO SPECIFICATIONS FOR ANY ADDITIONAL INFORMATION.

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LAYOUT PLAN

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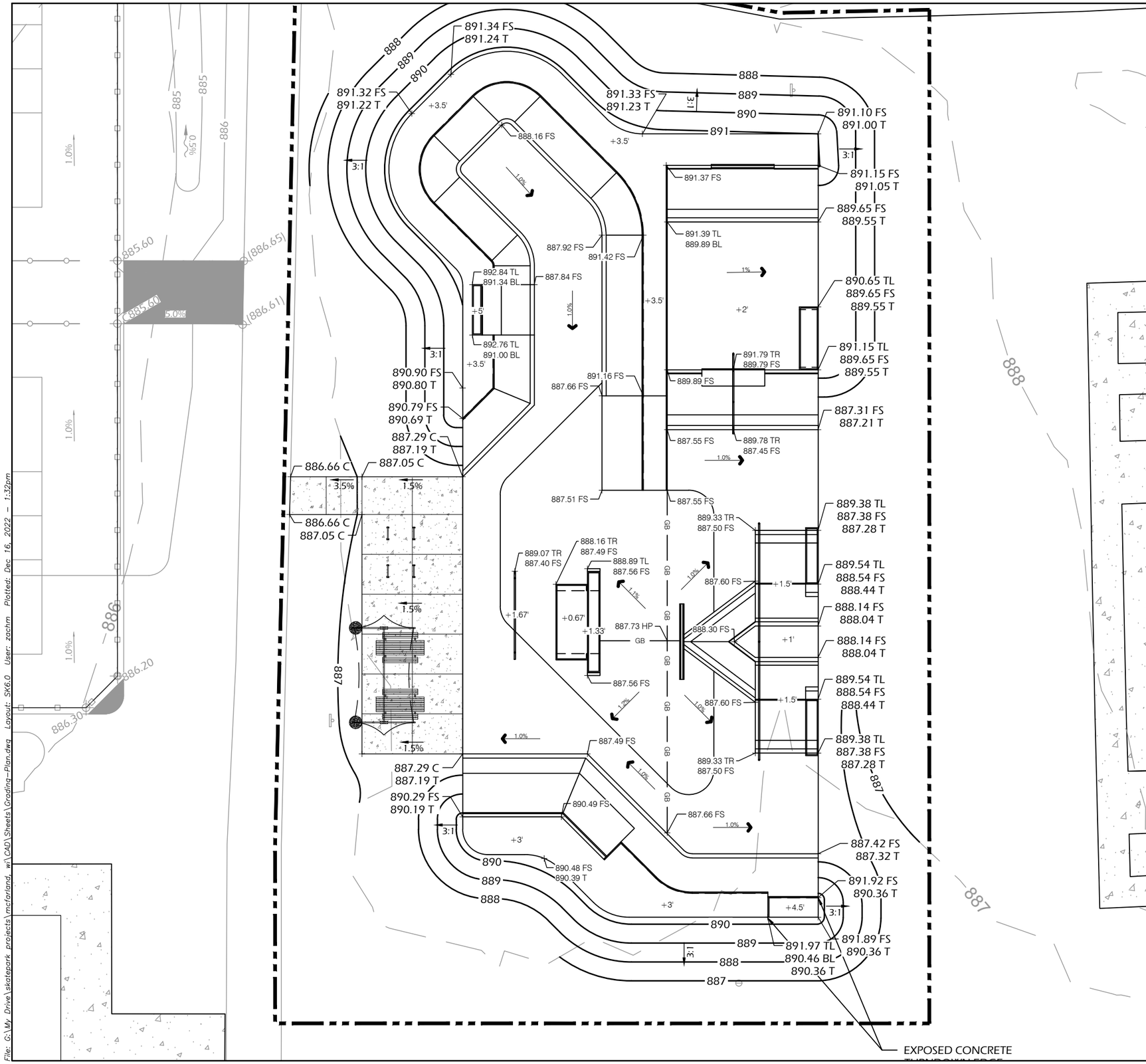


GRADING NOTES

1. ALL GRADING SHALL BE IN ACCORDANCE WITH THE LOCAL GRADING CODE AND ANY SPECIAL REQUIREMENTS OF THE GRADING PERMIT.
2. CONTRACTOR TO VERIFY GRADES AND NOTIFY OWNER'S CONSTRUCTION ADMINISTRATOR PRIOR TO START OF GRADING WORK.
3. SLOPES SHALL BE NO STEEPER THAN 3' HORIZONTAL TO 1' VERTICAL (3:1) AND SHALL HAVE NOT LESS THAN 90% COMPACTION OUT TO THEIR FINISH SURFACES.
4. ALL PAVED AREAS SHALL SLOPE AS SHOWN ON PLANS WITH A 2% MAXIMUM FALL. PLANTED AREAS SHALL HAVE A MINIMUM 2% FALL.
5. FINISH GRADE SHALL HAVE A UNIFORM SURFACE, FREE OF LUMPS, BUMPS AND DEPRESSIONS AND ANY OBJECTS THAT MAY PREVENT A POSITIVE FLOW TO DRAIN.
6. ALL PROPOSED PAVING SURFACES SHALL MEET EXISTING PAVING SURFACES WITH SMOOTH AND CONTINUOUS TRANSITIONS AND FLUSH ALONG ENTIRE EDGE.
7. CONCRETE WALKS TO HAVE A MAXIMUM CROSS SLOPE OF 2% AND SHALL MEET ALL CITY AND COUNTY REQUIREMENTS.
8. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS, EXISTING DRAINAGE STRUCTURES, PARKING LOT IMPROVEMENTS, AND FINISH FLOOR ELEVATIONS. NOTIFY THE OWNER'S CONSTRUCTION ADMINISTRATOR IMMEDIATELY UPON NOTING ANY DISCREPANCIES.
9. FINISH GRADE AT TURF AREAS SHALL BE ONE INCH BELOW FINISH SURFACE OF SIDEWALKS, CURBS OR PAVED AREAS. PLANTING AREA FINISH GRADE SHALL BE 2" BELOW SAME UNLESS OTHERWISE SPECIFIED.
10. ALL CONSTRUCTION AREAS SHALL BE FREE OF ROCK, DEBRIS, ETC. ALL EXISTING WEEDS SHALL BE REMOVED.

GRADING LEGEND:

EXISTING CONTOURS

PROPOSED CONTOURS

GB — GB — PROPOSED GRADE BREAK

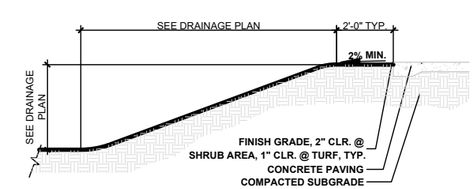
XXX.XX FS — PROPOSED ELEVATIONS

PROPOSED FLOW DIRECTION

BS	BOTTOM OF STEP
FG	FINISH GRADE
FS	FINISH SURFACE
HP	HIGH POINT
INV	INVERT ELEVATION (MAY CHANGE IN FIELD)
PA	PLANTING AREA
TD	TOP OF DRAIN
TL	TOP OF LEDGE
TP	TOP OF PAD
TR	TOP OF RAIL
TS	TOP OF STEP

(XXX.X) EXISTING ELEVATION (VERIFY IN FIELD)

**SLOPE AREAS TO BE BLENDED IN FIELD



NOTES

1. TYPICAL SLOPE DETAIL FOR INFORMATIONAL PURPOSES ONLY. ALL SLOPE GRADING AND DRAINAGE SHALL CONFORM TO APPROVED GRADING PLAN.

TYPICAL SLOPE FACTORS

1:1 — 1' / 1'; 2:1 — 1' / 2'; 3:1 — 1' / 3'; 4:1 — 1' / 4'; 5:1 — 1' / 5'

1 TYPICAL SLOPE DETAIL

3/4" = 1'-0" P-PIP-MCF-26

NORTH

0 8' 16' 32'

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Sheet Title: GRADING + DRAINAGE PLAN

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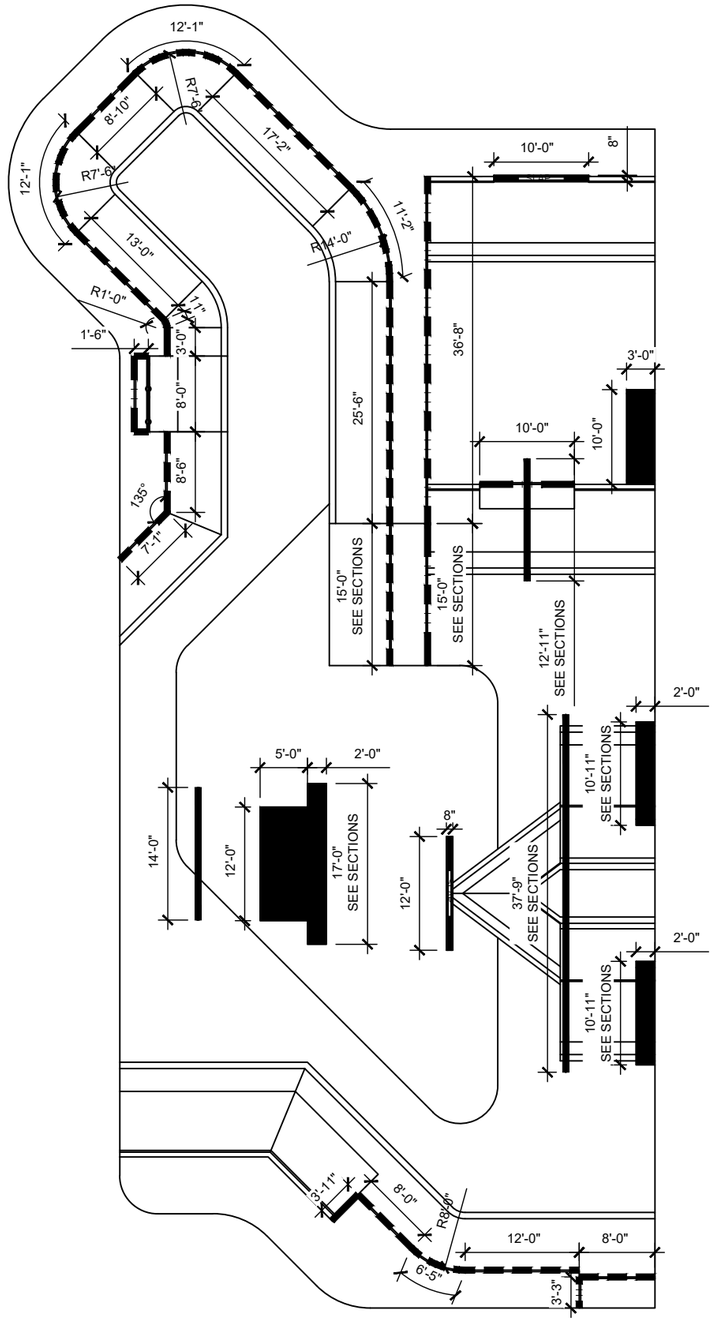


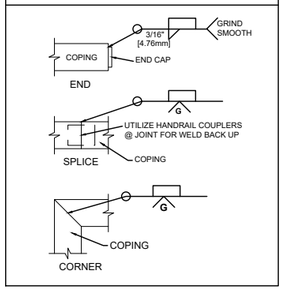
STEEL SCHEDULE

SYMBOL	STEEL DESCRIPTION	QTY	DETAIL	FINISH
S-01	2-3/8" O.D. SCH. 40 STEEL COPING	168 LF	10/SK9.0	HOT DIPPED GALVANIZED
S-02	1.5" X 2" X 3/16" THK. STEEL EDGING	80 LF	8/SK9.0	HOT DIPPED GALVANIZED
S-03	2" STEEL STRAP	8 LF	9/SK9.0	HOT DIPPED GALVANIZED
S-04	SLAPPY CURB SLAP	22 LF		POWDER COAT RAL #5012
S-05	GRIND RAIL	65 LF		POWDER COAT RAL #5012
S-06	STEEL PAN	61 LF		POWDER COAT RAL #5012

NOTES :

1. STEEL FINISH TO BE HOT DIPPED GALVANIZED OR POWDER COATED RAL #5012 (LIGHT BLUE) AS INDICATED IN LEGEND FINISH.
2. FINISH MUST OCCUR AFTER ALL WELDING IS COMPLETE.
3. CAP ALL EXPOSED TUBE OR PIPE ENDS AND ROUND ALL SHARP EDGES.
4. ALL WELDS TO BE ALL AROUND.
5. GRIND ALL WELDS SMOOTH BEFORE FINISHING.
6. FABRICATE STEEL GRIND EDGES IN LONG SECTIONS THAT WILL WORK FOR SHIPPING AND REDUCE THE NUMBER OF WELDS IN THE FIELD.
7. CLEAN METAL EDGES AFTER PLACEMENT OF CONCRETE.
8. POWDER COATING REPAIR - USE AN APPROPRIATELY COLOR MATCHED POWDER COAT TOUCH-UP SPRAY PAINT ON WELDED OR DAMAGED POWDER COATED SURFACES.
9. HOT DIPPED GALVANIZE REPAIR - FIELD WELDS SHALL BE GROUND SMOOTH AND TREATED WITH COLD GALVANIZING SPRAY.
10. SEE SHEET SK2.0 FOR SKATEPARK STEEL SPECIFICATIONS.

COPING / RAIL JOINT WELDS



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STEEL PLAN

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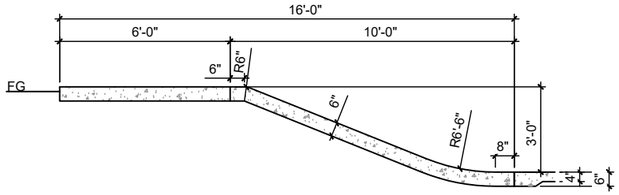

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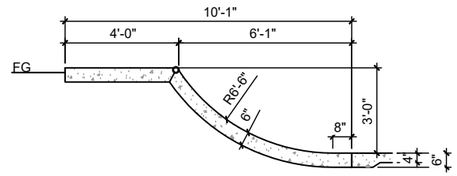

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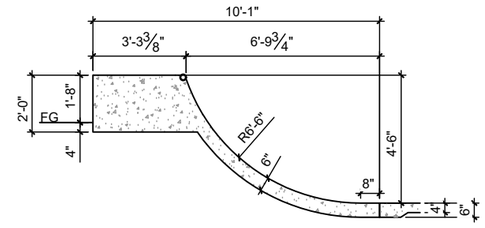

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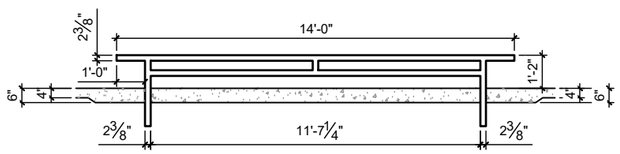

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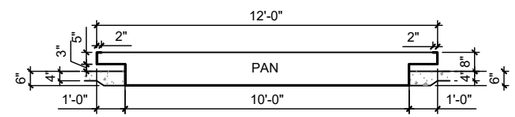

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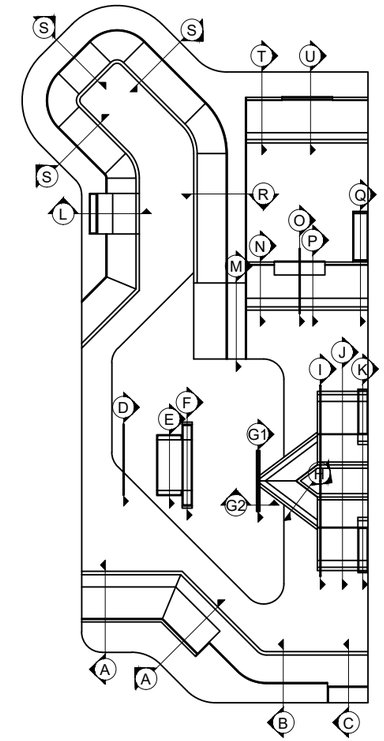

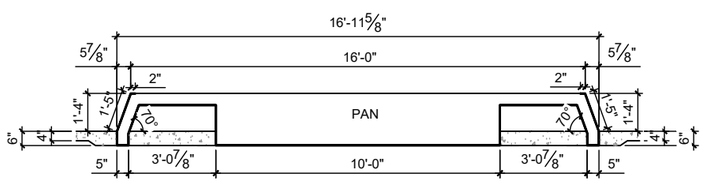

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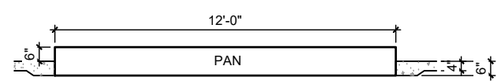

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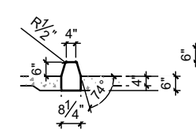

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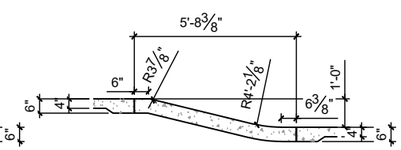

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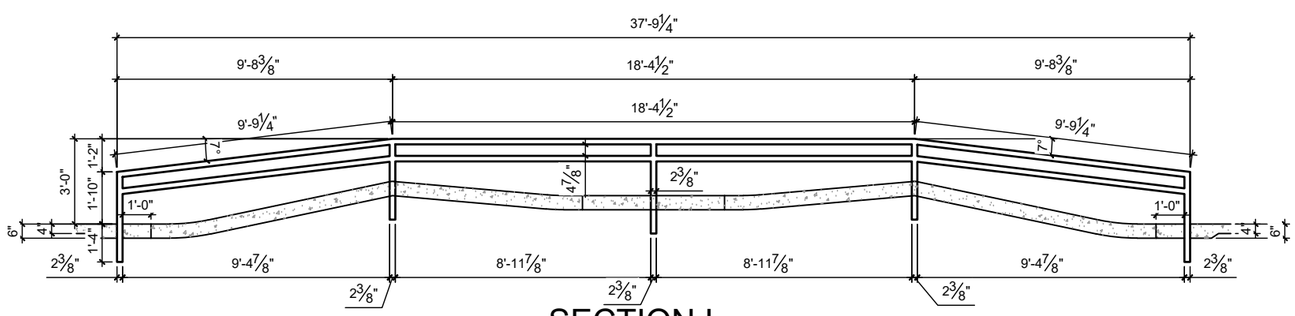

SECTION I

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Sheet Size - 11x17

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison,WI.53717
608.886.6808
Parkitecture

SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
SECTIONS

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

Sheet Number
SK8.0

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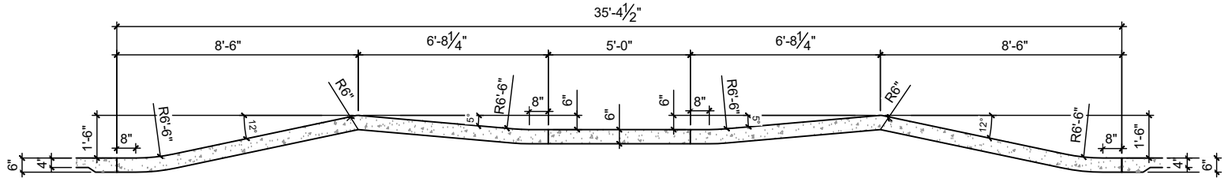

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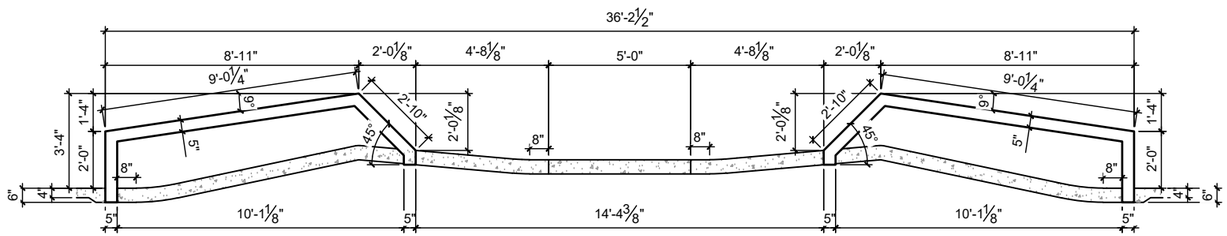

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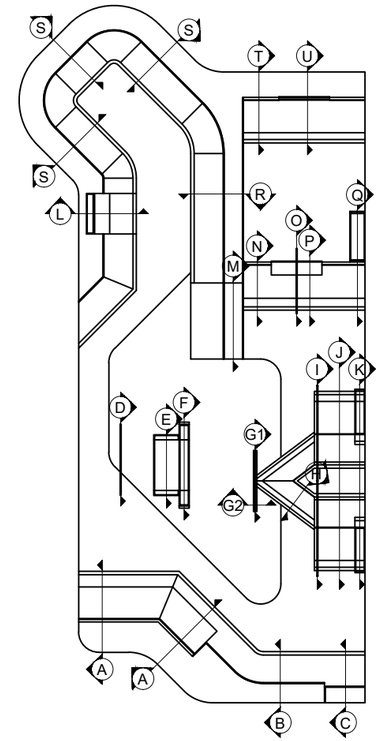

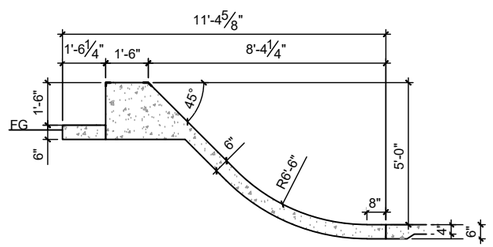

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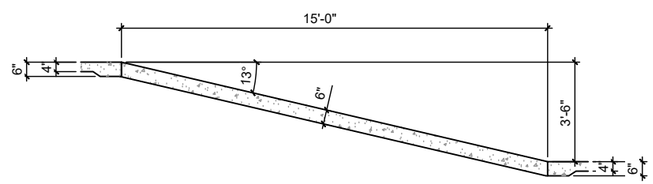

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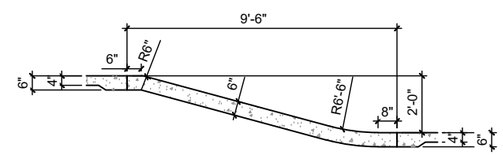

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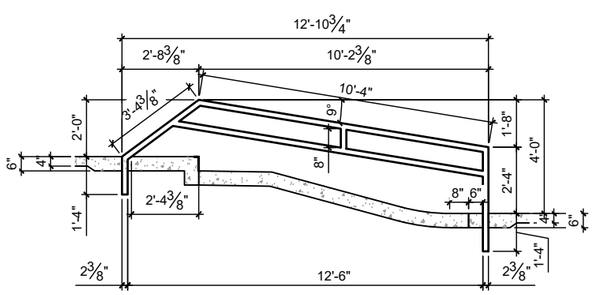

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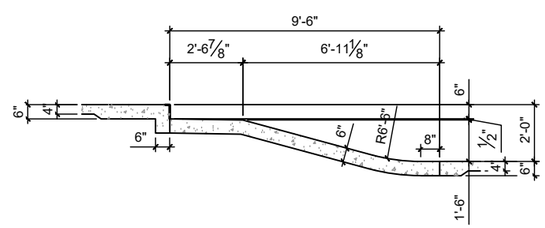

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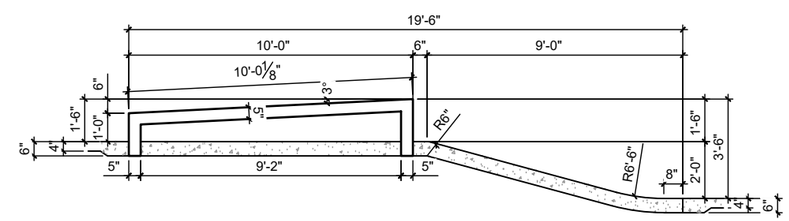

SECTION Q

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Scale: 3/16" = 1'-0"

Sheet Size - 11x17

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison, WI 53717
608.886.6808
Parkitecture

SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
SECTIONS

Revisions:

Project #: 22.053
Issued For: Review
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Sheet Number
SK8.1

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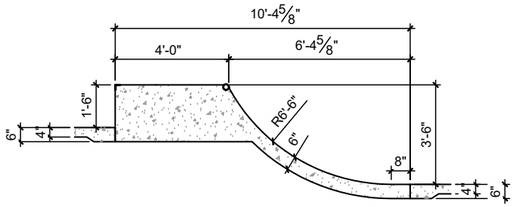

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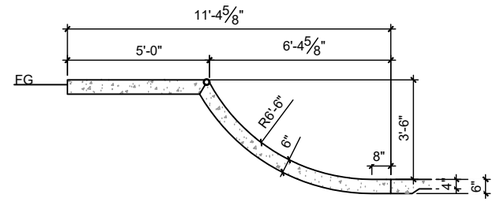

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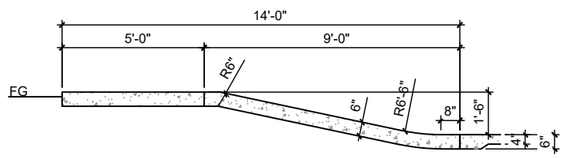

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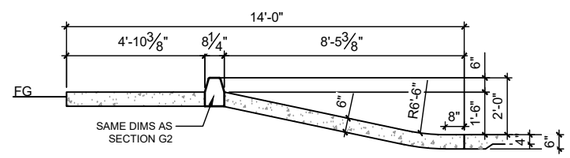

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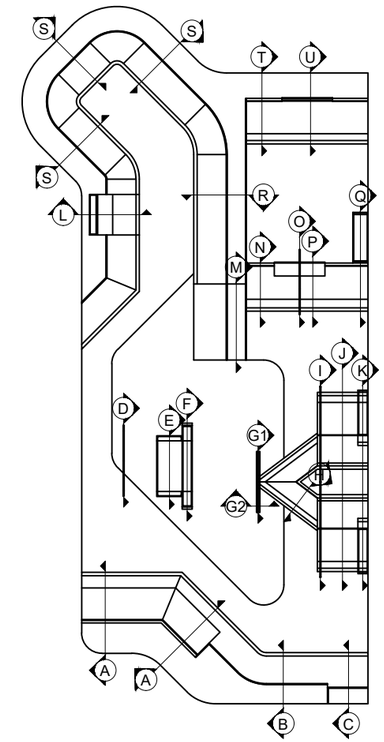

0 1' 5' 10'

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Sheet Size - 11x17

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
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608.886.6808

Parkitecture

SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK
PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
SECTIONS

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

Sheet Number
SK8.2

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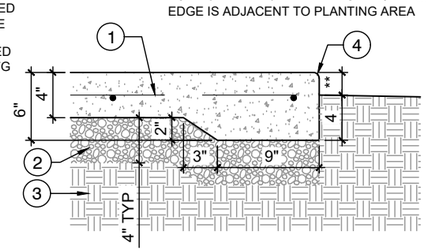
1. *4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. BASE COURSE, 4" DEEP MIN.
3. COMPACTED SUBGRADE
4. 1/2" TOOLED EDGE AT FG ONLY

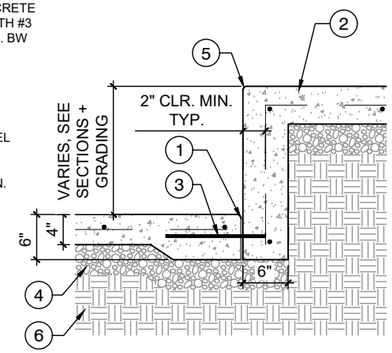
*SKATEPARK SURFACE TO HAVE STEEL HARD-TROWEL FINISH. CEASE TROWELING BEFORE SURFACE BECOMES GLOSSY. DO NOT TROWEL BURN SURFACE.

**DIMENSION SHALL BE 1" BELOW FINISH SURFACE IF SLAB EDGE IS ADJACENT TO TURF OR 2" BELOW FINISH SURFACE IF SLAB EDGE IS ADJACENT TO PLANTING AREA



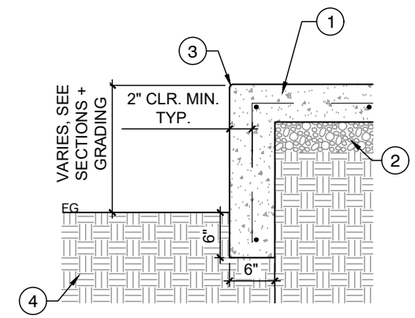
1 SLAB EDGE

1. EXPANSION JOINT
2. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR 16" O.C. BW
3. SLIP DOWEL
4. BASE COURSE
5. 1/2" TOOLED EDGE OR STEEL EDGING. SEE STEEL PLAN FOR LOCATION.
6. COMPACTED SUBGRADE



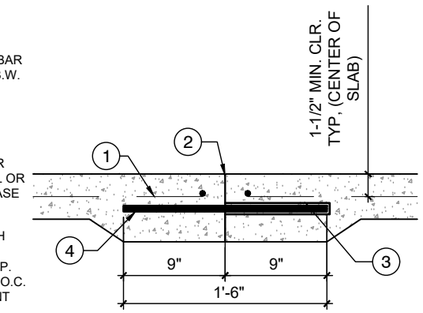
2 TURNDOWN EDGE AT FINISH SURFACE

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR 16" O.C. BW
2. BASE COURSE
3. 1/2" TOOLED EDGE OR STEEL EDGING. SEE STEEL PLAN FOR LOCATION.
4. COMPACTED SUBGRADE



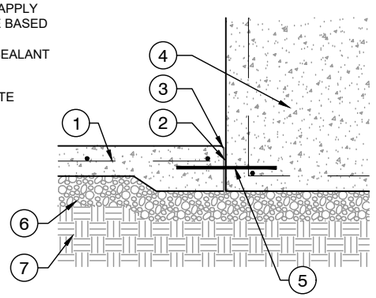
3 TURNDOWN EDGE AT FINISH GRADE

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. B.W.
2. COLD OR EXPANSION JOINT
3. SLEEVE FOR SLIP DOWEL OR WRAP/GREASE ONE END
4. 1/2" SMOOTH DOWEL OR REBAR DROP. SPACE 2'-6" O.C. ALONG JOINT



4 SLIP DOWEL

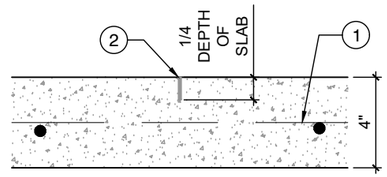
1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. PRE-COMPRESSED EXPANSION MATERIAL 1/2" DECK-O-FOAM OR SIMILAR
3. EXPANSION JOINT. 1/8" TOOLED EDGE. APPLY POLYURETHANE BASED NON-SAGGING ELASTOMERIC SEALANT AND TOOL FLAT
4. CONCRETE SKATE ELEMENT
5. SLIP DOWEL
6. BASE COURSE
7. COMPACTED SUBGRADE



5 EXPANSION JOINT

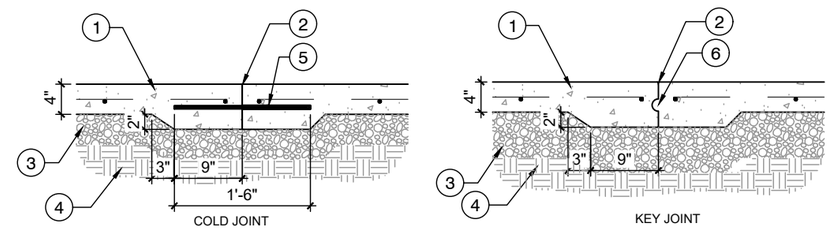
1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. 1/8" SAW CUT - FILL JOINT WITH SELF LEVELING SEALANT AND TOOL FLAT. PROTECT SURROUNDING SURFACE FROM EXCESS SEALANT.

NOTE:
NO OVERCUTS SHALL BE ACCEPTED.



6 SAWCUT JOINT

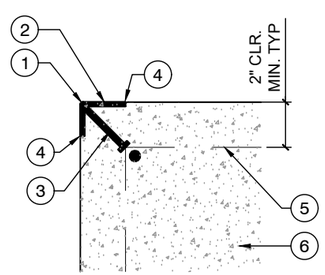
1. 4000 PSI CONCRETE FLAT WORK WITH #3 REBAR @ 16" O.C. BW
2. 1/8" TOOLED EDGE BOTH SIDES
3. BASE COURSE
4. COMPACTED SUBGRADE
5. SLIP DOWEL
6. KEY JOINT 1-5/8" O.D.



7 COLD JOINT / KEY JOINT

1. 1/8" MIN. ROUTED EDGE GROUND SMOOTH
2. 1.5" x 2" x 3/16" THICK STEEL EDGING -SEE STEEL PLAN FOR LOCATION
3. COPING ANCHOR, 3/8" X 4" MIN. NELSON STUD OR SIMILAR @ 18" O.C.
4. 1/8" TOOLED EDGE BOTH SIDES
5. TYPICAL STEEL REINFORCEMENT
6. SKATE ELEMENT

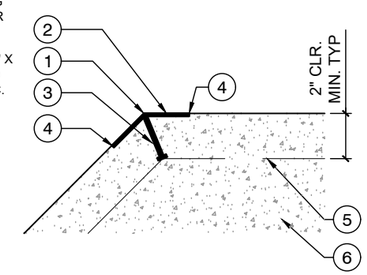
SEE STEEL PLAN FOR FABRICATION + FINISH NOTES



8 STEEL EDGING

1. 1/8" MIN. ROUTED EDGE GROUND SMOOTH
2. 2" x 2" x .120" THICK STEEL STRAP EDGING -SEE STEEL PLAN FOR LOCATION
3. COPING ANCHOR, 3/8" X 4" MIN. NELSON STUD OR SIMILAR @ 18" O.C.
4. 1/8" TOOLED EDGE BOTH SIDES
5. TYPICAL STEEL REINFORCEMENT
6. SKATE ELEMENT

SEE STEEL PLAN FOR FABRICATION + FINISH NOTES

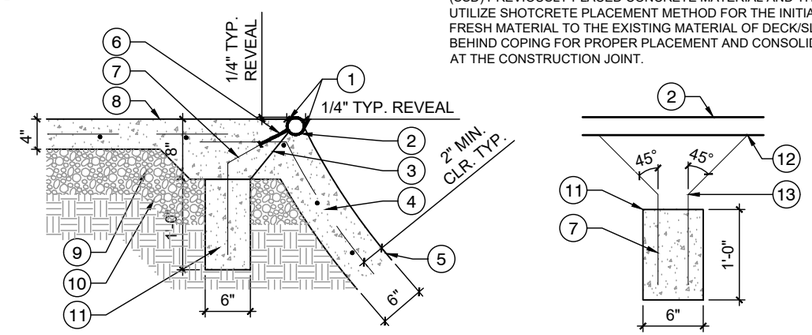


9 STEEL STRAP

1. 1/8" TOOLED EDGE BOTH SIDES OF COPING
2. STEEL COPING - SEE STEEL PLAN FOR LOCATION
3. CONSTRUCTION JOINT HAND SHAPED PRIOR TO CONCRETE CURING
4. TYPICAL STEEL REINFORCEMENT
5. BOWL TRANSITION
6. COPING ANCHOR, 3/8" X 4" MIN. NELSON STUD OR SIMILAR@ 18" O.C.
7. (2) #3 REBAR TIES TO SUPPORT COPING PRIOR TO CONCRETE PLACEMENT
8. 4000 PSI CONCRETE FLATWORK
9. BASE COURSE
10. COMPACTED SUB-GRADE
11. CONCRETE CYLINDER FOOTING. 8' O.C. ALONG BACK OF COPING & WHERE NEEDED ALONG SMALLER RADII
12. SPOT WELD TO COPING
13. TURN REBAR OUT 45 DEG

SEE STEEL PLAN FOR FABRICATION + FINISH NOTES

CONSTRUCTION NOTE: WHEN BUILDING SLAB/DECK BEHIND COPING CONSTRUCTION JOINT, FIRST SATURATE SURFACE DRY (SSD) PREVIOUSLY PLACED CONCRETE MATERIAL AND THEN UTILIZE SHOTCRETE PLACEMENT METHOD FOR THE INITIAL FRESH MATERIAL TO THE EXISTING MATERIAL OF DECK/SLAB BEHIND COPING FOR PROPER PLACEMENT AND CONSOLIDATION AT THE CONSTRUCTION JOINT.



10 STEEL COPING

Sheet Size - 11x17

PARKITECTURE + PLANNING
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SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
CONSTRUCTION DETAILS

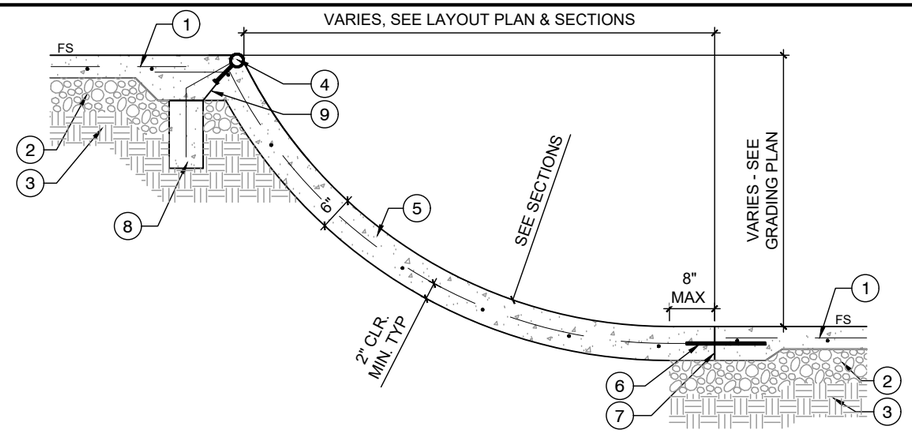
Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

Sheet Number
SK9.0

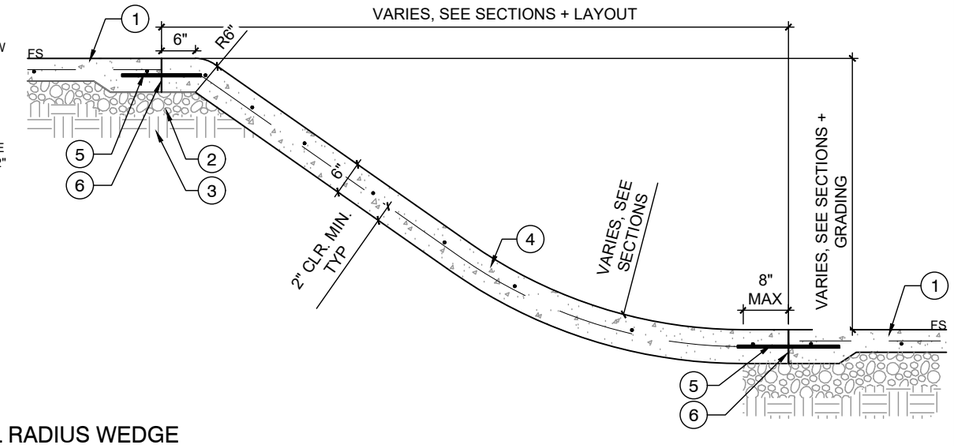
File: G:\My Drive\skatepark projects\mcfarland, wi\CAD\Sheets\Construction-Details.dwg Layout: SK9.0 User: zachm Plotted: Dec 16, 2022 - 1:32pm

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. BASE COURSE
3. COMPACTED SUBGRADE
4. STEEL COPING
5. 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW
6. SLIP DOWEL
7. COLD JOINT
8. CONCRETE CYLINDER FOOTING
9. CONSTRUCTION JOINT



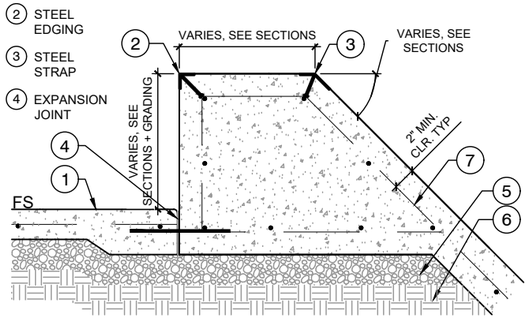
1 TYPICAL QUARTERPIPE

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. BASE COURSE
3. COMPACTED SUBGRADE
4. 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW
5. SLIP DOWEL
6. COLD JOINT / KEY JOINT



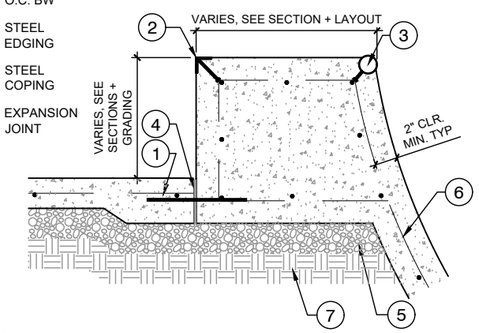
2 TYPICAL RADIUS WEDGE

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. STEEL EDGING
3. STEEL STRAP
4. EXPANSION JOINT
5. BASE COURSE
6. COMPACTED SUBGRADE
7. 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C.



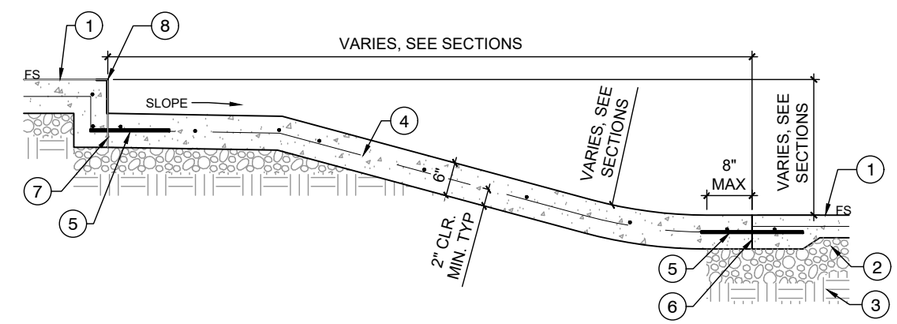
3 TYPICAL RADIUS WEDGE EXTENSION

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. STEEL EDGING
3. STEEL COPING
4. EXPANSION JOINT
5. BASE COURSE
6. 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C.
7. COMPACTED SUBGRADE



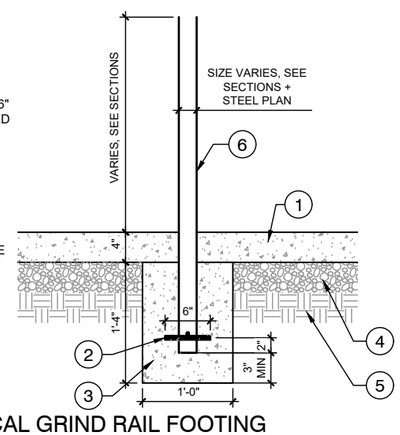
4 TYPICAL QUARTERPIPE EXTENSION

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. BASE COURSE
3. COMPACTED SUBGRADE
4. 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW
5. SLIP DOWEL
6. COLD JOINT / KEY JOINT
7. EXPANSION JOINT
8. STEEL RISER



5 TYPICAL EURO GAP

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. (2) #3 REBAR 6" LONG. DRILLED THROUGH + CROSSED ABOVE TO STABILIZE
3. CONCRETE FOOTING
4. BASE COURSE
5. COMPACTED SUBGRADE
6. GRIND RAIL

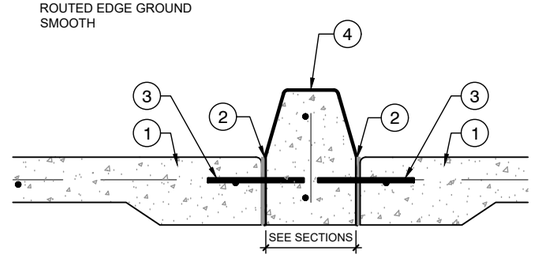


6 TYPICAL GRIND RAIL FOOTING

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. EXPANSION JOINT
3. SLIP DOWEL
4. STEEL SLAPPY CURB. 1/8" / 11 GA STEEL WALL WITH 1/8" MIN. ROUTED EDGE GROUND SMOOTH

SEE STEEL PLAN FOR FABRICATION + FINISH NOTES

SLAPPY CURB TO BE FILLED WITH CONCRETE PRIOR TO SETTING.

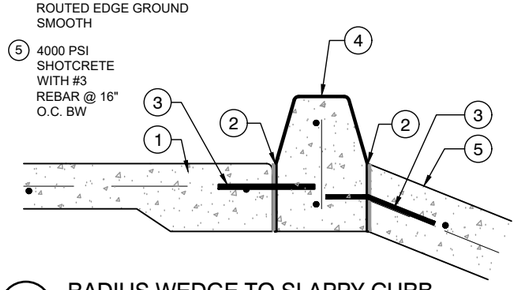


7 SLAPPY CURB

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. EXPANSION JOINT
3. SLIP DOWEL
4. STEEL SLAPPY CURB. 1/8" / 11 GA STEEL WALL WITH 1/8" MIN. ROUTED EDGE GROUND SMOOTH
5. 4000 PSI SHOTCRETE WITH #3 REBAR @ 16" O.C. BW

SEE STEEL PLAN FOR FABRICATION + FINISH NOTES

SLAPPY CURB TO BE FILLED WITH CONCRETE PRIOR TO SETTING.



8 RADIUS WEDGE TO SLAPPY CURB

Sheet Size - 11x17

PARKITECTURE + PLANNING
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Madison,WI,53717
608.886.6808
Parkitecture
SPOHN RANCH SKATEPARKS

Project Name:
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4802 Marsh Road
McFarland, WI 53558

Sheet Title:
CONSTRUCTION DETAILS

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

Sheet Number
SK9.1

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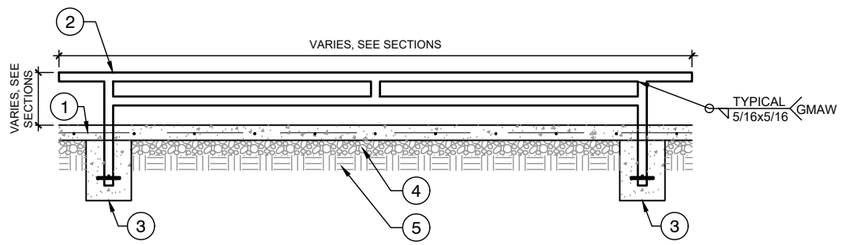
1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. GRIND RAIL, SEE SECTIONS
3. TYPICAL GRIND RAIL FOOTING
4. BASE COURSE
5. COMPACTED SUBGRADE

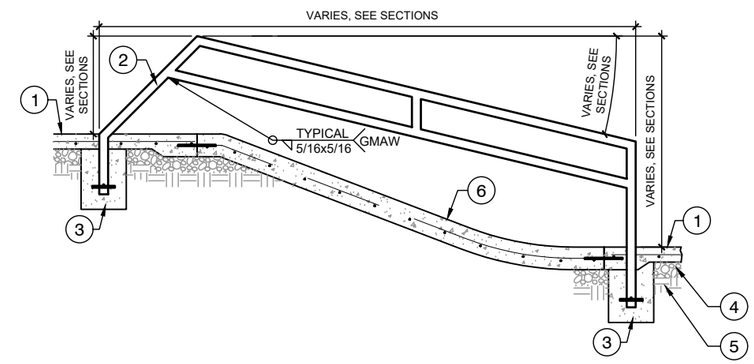
SEE STEEL PLAN FOR FABRICATION + FINISH NOTES



1 TYPICAL ROUND FLAT GRIND RAIL

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. GRIND RAIL, SEE SECTIONS
3. TYPICAL GRIND RAIL FOOTING
4. BASE COURSE
5. COMPACTED SUBGRADE
6. 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW

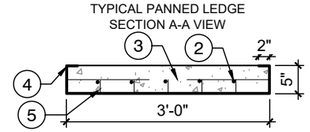
SEE STEEL PLAN FOR FABRICATION + FINISH NOTES



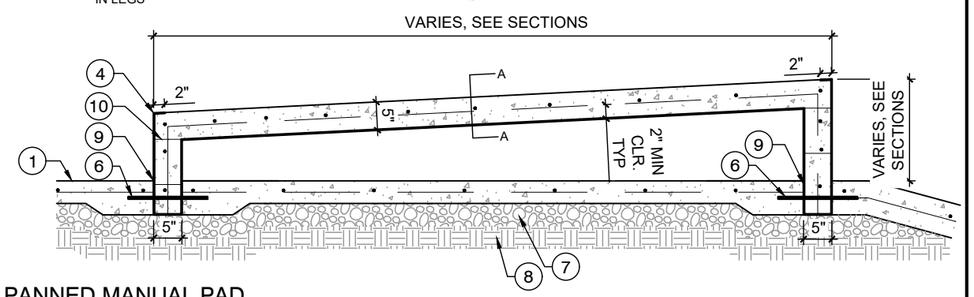
2 TYPICAL RAKED GRIND RAIL

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. #3 REBAR LONG BAR @ 6" O.C.
3. #3 REBAR SHORT BAR @ 12" O.C.
4. 11GA .120" THICK STEEL WALL WITH 1/8" MIN. ROUTED EDGE GROUND SMOOTH
5. PROVIDE VERT. BAR SUPPORTS WELDED TO STEEL PAN @ 18" O.C. ALONG LONG BARS
6. SLIP DOWEL @ 16" O.C.
7. BASE COURSE
8. COMPACTED SUBGRADE
9. EXPANSION JOINT
10. #3 REBAR @ 8" O.C. SHORT WAY IN LEGS

TYPICAL PANNED LEDGE SECTION A-A VIEW



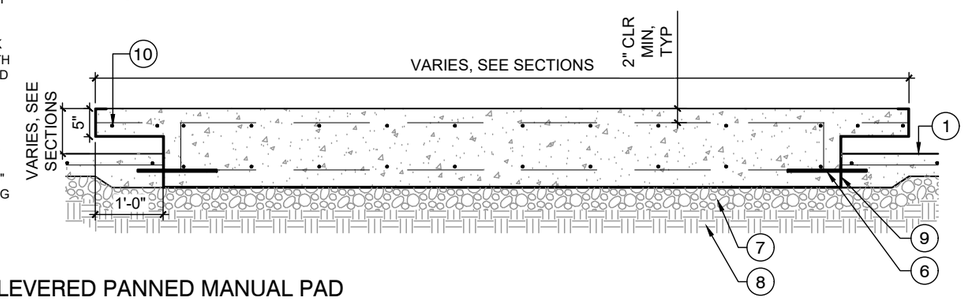
SEE STEEL PLAN FOR FABRICATION + FINISH NOTES



3 RAKED PANNED MANUAL PAD

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. #3 REBAR LONG BAR @ 6" O.C.
3. #3 REBAR SHORT BAR @ 12" O.C.
4. 11GA .120" THICK STEEL WALL WITH 1/8" MIN. ROUTED EDGE GROUND SMOOTH
5. PROVIDE VERT. BAR SUPPORTS WELDED TO STEEL PAN @ 18" O.C. ALONG LONG BARS
6. SLIP DOWEL @ 16" O.C.
7. BASE COURSE
8. COMPACTED SUBGRADE
9. EXPANSION JOINT
10. #3 REBAR @ 8" O.C. SHORT WAY IN CANTILEVER

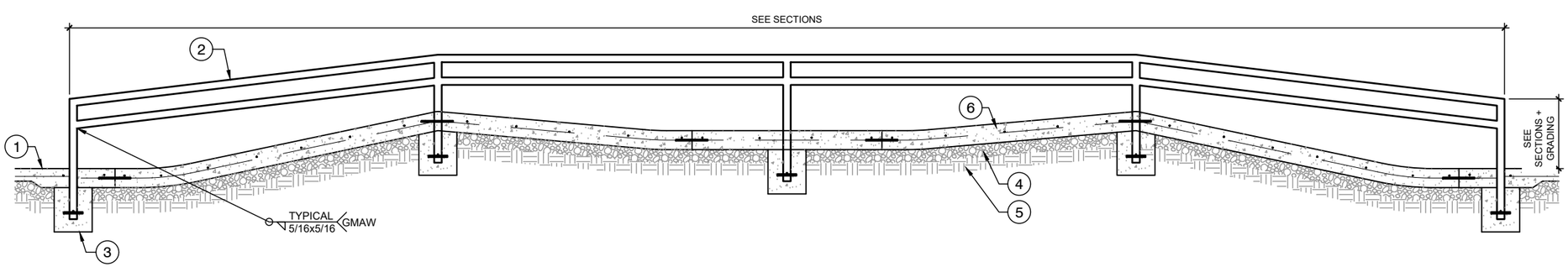
SEE STEEL PLAN FOR FABRICATION + FINISH NOTES



4 CANTILEVERED PANNED MANUAL PAD

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. GRIND RAIL, SEE SECTIONS
3. TYPICAL GRIND RAIL FOOTING
4. BASE COURSE
5. COMPACTED SUBGRADE
6. 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW

SEE STEEL PLAN FOR FABRICATION + FINISH NOTES



5 LONG ROUND GRIND RAIL

Sheet Size - 11x17

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Parkitecture
SPOHN RANCH SKATEPARKS

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Sheet Number
SK9.2

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1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. #3 REBAR LONG BAR @ 6" O.C.
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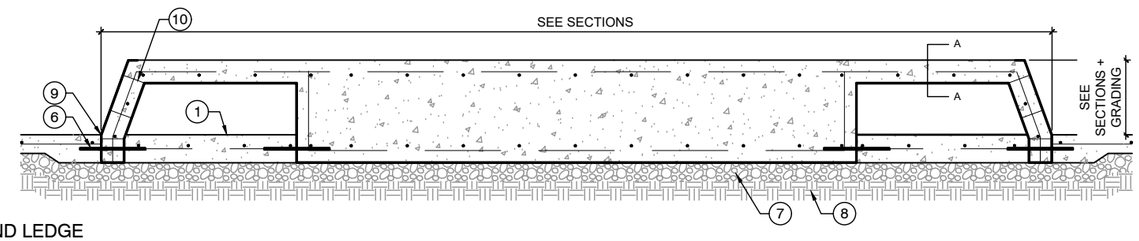
7. BASE COURSE
8. COMPACTED SUBGRADE
9. EXPANSION JOINT
10. #3 REBAR @ 8" O.C. SHORT WAY IN LEGS



1 PANNED GRIND LEDGE

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. #3 REBAR LONG BAR @ 6" O.C.
3. #3 REBAR SHORT BAR @ 12" O.C.
4. 11GA .120" THICK STEEL WALL WITH 1/8" MIN. ROUTED EDGE GROUND SMOOTH
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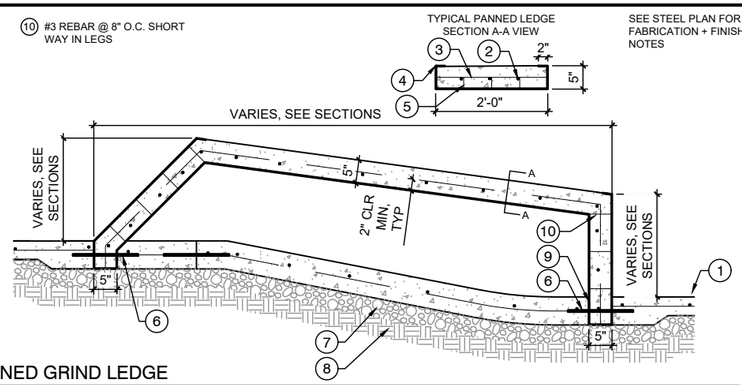
7. BASE COURSE
8. COMPACTED SUBGRADE
9. EXPANSION JOINT
10. #3 REBAR @ 8" O.C. SHORT WAY IN LEGS



2 RAKED PANNED GRIND LEDGE

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison, WI 53717
608.886.6808
Parkitecture

SPOHN RANCH SKATEPARKS

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WILLIAM MCFARLAND PARK
PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
CONSTRUCTION DETAILS

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Sheet Number
SK9.3

Sheet Size - 11x17

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Specification Manual

January 11, 2023

DRAFT

William McFarland Park Phase 1B

4802 Marsh Road
McFarland, WI 53558

Project # 22.053

Bid Due Date: January 31, 2022

Plans Prepared By:

Parkitecture + Planning
901 Deming Way
Madison, WI 53717
608.886.6808

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Village of McFarland, WI

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Drawings:

T100 – Title Sheet
C100 – Existing Conditions
C101 – Demolition + Erosion Control Plan
C200 – Overall Site Plan
C201 – Site Plan + Restoration Plan
C300 – Site Grading Plan
C900 – Construction Details
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Sk5.0 – Layout Plan
Sk6.0 – Grading + Drainage Plan
Sk7.0 – Steel Plan
Sk8.0 – Sections
Sk8.1 – Sections
Sk8.2 – Sections
SK9.0 – Construction Details
SK9.1 – Construction Details
SK9.2 – Construction Details
SK9.3 – Construction Details

ADVERTISEMENT TO BID

January 11, 2023

The Village of McFarland is soliciting Bids for the proposed pickleball court complex and related improvements at William McFarland Park. Bids will be received until **2:00 PM, January 31, 2023** online via **QUEST CDN** only. Bids will be virtually opened and read aloud. All planholders will be provided with login information prior to bid opening via addendum.

PROJECT SCOPE:
The project scope includes but not limited to: demolition, earthwork, concrete skatepark construction, landscaping, and site restoration.

BID SUBMITTAL:
Bids shall be submitted online via **QUEST CDN** only. The OWNER reserves the right to waive any informalities and to reject any or all Bids. The letting of the work described herein is subject to the provisions of Sections 61.54, 66.0901 and 66.0903, Wisconsin Statutes. All prime contractors shall complete the required pre-qualification forms prior to bid submittal.

BID DOCUMENT AVAILABILITY:
Bidding Documents will be available from **QUEST CDN** online bid room (#8102952). Plan download fees are $30. Bid documents will be available for review only by appointment at the Village offices (5915 Milwaukee Street, McFarland WI, 53558), or at the Parkitecture + Planning office (901 Deming Way, Ste 102, Madison, WI, 53717).

PRE-BID CONFERENCE:
There will not be a pre-bid conference for this project. Contractor questions may be directed to Parkitecture + Planning, 608-664.3910.

BID BOND:
A satisfactory Bid Bond in the amount of 5% of the total bid payable to the OWNER, shall be submitted with the Bid via **QUEST CDN**.

SCHEDULE:
Selection of final bid is at the sole discretion of the OWNER and shall reserve the right to waive irregularities should it be needed. All Bids shall remain valid for 60 days after bid opening.

Publication Dates: **January 20 and January 27, 2023**

SECTION 1
INSTRUCTIONS TO BIDDERS

These Instructions to Bidders establish requirements for Bidding and Award of Contract.

- To demonstrate Bidder's qualifications to perform the Work, within five days of OWNER's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments and other such data as may be called for below. Bidder must be prepared to submit evidence of Bidder's qualifications to do business in the State of Wisconsin prior to award of the Contract.

- Bidder has made themselves familiar with those reports of explorations and tests of subsurface conditions at or contiguous to the Site that A/E (ARCHITECT/ENGINEER) has used in preparing the Bidding Documents.

- On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid.

- Bidder shall comply with instructions and requirements identified in the Bid.

- The submission of a Bid will constitute an incontrovertible representation by Bidder to perform and furnish the work required by the Bidding Documents and apply the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given A/E written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by A/E is acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

- If a pre-Bid conference is to be held, it will be held at the time and place stated in the Advertisement to Bid.

- All questions about the meaning or intent of the Bidding Documents are to be submitted to A/E in writing. Interpretations or clarifications considered necessary by A/E in response to such questions will be issued by Addenda. All Addenda so issued shall become part of the Contract Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or A/E. Receipt of all Addenda must be acknowledged in space provided in the Bid.

- A Certified Check, Back Cashier's Check or satisfactory Bid Bond in the amount stated in the Advertisement for Bids payable to the OWNER, shall accompany each Bid as a guarantee, that if the Bid is accepted, the Bidder will execute and file the Contract, Performance/Payment Bonds and Certification of Insurance, as required by the Contract Documents, within 15-days after the Notice of Award of Contract by the OWNER.

- The numbers of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

- The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to A/E, application for such acceptance will not be considered by A/E until after the Effective Date of the Agreement.

- The Bid form is included with the Bidding Documents. <u>The Bid must not be separated from the attached volume</u>.

- Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Form. All blanks on the Bid Form must be completed in ink and the Bid signed or via digital format on QUEST CDN..

- Bids will be received for all divisions of the specifications and all other provisions of the Bidding Documents. Bids will not be considered or opened if they are received after the time set for opening Bids. Bids will be opened at the time and place indicated in the Advertisement to Bid and read aloud publicly.

SECTION 1A

BIDDER'S PROOF OF RESPONSIBILITY

-Confidential to the Extent Permitted by Laws and Regulations-

The Bidder's Proof of Responsibility must be filed with the Owner five days prior to the bid deadline. The Bidder must submit this statement, full and complete, sworn to before an officer authorized to administer oaths.

The purpose of this document is to enable the Owner to decide if the bidder has the financial ability, the equipment and the experience to perform the contract in a manner consistent with protection of the Owner's and the general welfare. It is not intended to discourage beginning contractors nor to make it difficult for qualified contractors to bid.

The Owner reserves the right to require additional information before awarding the contract in order to determine a prospective contractor's qualifications for the project. If the Owner determines that the answers to the questionnaire and the financial statement are insufficient or demonstrate that the bidder is not qualified the Owner may reject the bid.

Statement of Bidder's Qualifications

1. Name of Bidder _____
2. Bidder's address _____

   _____
3. Contact person _____
4. Telephone number _____
5. When organized _____
6. When incorporated _____
   (if Sole Proprietorship or Partnership, so indicate)
7. Years in business under present name _____
8. Licenses (type and license number) _____
9. Certifications (check those that apply):
   a. Disadvantaged Business Enterprise _____
   b. Minority Business Enterprise _____
   c. Woman-Owned Business Enterprise _____
   d. Small Business Enterprise _____
10. Contracts on hand
    (Attach a list of present uncompleted contracts, a schedule of their completion dates, % completed as of this date, and gross amount of each contract.)
11. General character of work typically performed by your firm _____

    _____
12. Has your firm or a firm for which a corporate officer of your firm was working ever defaulted on a contract or failed to complete any work awarded it? Yes _____ No _____

    (If yes, attach a statement setting forth when this occurred, where and why.)
13. Are there any judgments, claims, disputes or litigation pending or outstanding against your

firm? Yes No _____ _____

(If yes, attach a statement setting forth when this occurred, where and why.)

14. Attach a list of major contracts completed by your firm within the last five years, including the kind of work and the amount of the contract.

15. Attach a statement of experience in the construction of work similar in nature to the project for which your firm intends to submit a bid and references that may be contacted to verify the timeliness and quality of your work.

16. Attach a list of major equipment now owned or leased full-time by your firm.

17. Attach a list of principal employees of your firm, including the officers, and a short resume of the background and experience of these principal employees.

18. Attach a list of credit references, showing credit available. Banks or other financial institutions are preferred references.

19. Financial statement:
Condition at the close of business on _____, 20 . ____ ___

Assets:

a. Cash _____

b. Accounts receivable _____

c. Work in progress _____

d. Real estate equity _____

e. Materials in stock _____

f. Book value of equipment _____

g. Book value of furniture and fixtures _____

h. Other assets _____

Liabilities:

a. Accounts, notes and interest payable _____

b. Other liabilities _____

Net Worth:

_____

(A standard financial statement may be submitted, if desired.)

20. Attach a completed Village of McFarland Affidavit of Qualifications.

Date at _____ this _____ day of 20 _____ ___

Name of Organization _____

By _____

Title _____

State of _____, County of _____, _____

hereby certifies that the answers to all the foregoing questions and the other information provided are true and correct.

_____

(signature)

Subscribed and sworn to before me this _____ day of _____

_____, 20___ . ___

_____ Notary Public

City/Village _____ County _____

My commission expires on _____

(Attachments consist of _____ sheets.)

SECTION 1B

VILLAGE OF MCFARLAND
AFFIDAVIT OF QUALIFICATIONS

_____ ("Affiant"), a duly authorized representative of _____, a potential contractor or subcontractor (hereinafter the "Contractor"), on a project for the Village of McFarland, swears on behalf of said Contractor, under oath and penalty of perjury, as follows:

1. Contractor's permanent place of business is located at:

   _____

2. The Contractor, if a business entity, is authorized or registered to transact business in the state by the Department of Financial Institutions in compliance with Wis. Stat. chs. 178, 179, 180, 181, or 183.

3. Neither the Contractor, nor agent, partner or officer of the Contractor, nor any employee who will perform any work on the project, is debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government.

4. The Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).

5. The Contractor has general liability, workers' compensation, unemployment, and automobile insurance at levels sufficient to protect the Village including those liability coverage limits specified in the contract documents.

6. The Contractor has complied with all provisions of Wisconsin prevailing wage law and federal Davis-Bacon related Acts, and all rules and regulations therein, for projects undertaken by the Contractor that are covered by these laws, for the past five (5) years.

7. The Contractor has _____ employees. The Contractor (does / does not) [STRIKE ONE] participant in an Apprenticeship program.

8. The Contractor has a written substance abuse prevention program meeting the requirements of Wis. Stat. § 103.503. As required by Wis. Stat. § 103.503, all employees are subject to drug and alcohol testing before commencing work on the public works project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commences work on the public construction project.

9. Affiant represents and warrants that all employees who will perform work on the project are properly classified as employees or independent contractors under all applicable state and federal laws.

10. The Contractor (has / has not) [STRIKE ONE] been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, including but not limited to, classification of employees, unemployment insurance, or discrimination. Copies of any investigation, order or judgment are attached. [STRIKE IF NOT APPLICABLE]

11. The Contractor's employees who will perform work on the project are:
    a. Covered under a current workers' compensation policy; and
    b. Properly classified under such policy.

12. The Contractor is in compliance with all applicable requirements of the federal Affordable Care Act.

13. The Contractor possesses all applicable professional and trade licenses required for performing the public works.

14. The Contractor has adequate financial resources to complete the public construction contract, as well as all other work the bidder is presently under contract to complete.

15. The Contractor is bondable for the terms of the proposed public construction contract.

16. The Contractor has satisfactorily completing the following five projects of similar size and complexity to the proposed public construction project within the last five years.

a. Project 1:

b. Project 2:

c. Project 3:

d. Project 4:

e. Project 5:

17. The Contractor has, and diligently maintains, a written safety program.

18. The Contractor has not been determined to have committed a Serious, Willful or Repeated violation (as defined by OSHA) of OSHA safety standards in the last 10 years.

19. The person signing below has the authority to sign on behalf of, and bind, the Contractor.

20. The Contractor understands that failing to submit the requited affidavit, or providing incorrect, false, or misleading information, shall automatically disqualify the Contractor from be awarded the public construction contract and/or performing work on the project.

Project: _____

Signature: _____

Date: _____

Name: _____

Title: _____

SECTION 2

BID FORM

The following bid proposal indicates an agreement on behalf of the Bidder to complete work required to fulfill the project scope as outlined in the plans and specifications for the unit prices specified herein for the following project:

William McFarland Park Phase 1B

Bid proposals shall remain valid for up to 60 days after date of the bid opening. Upon notice of award, bidder shall complete required Bond Forms and insurance documents. Three copies shall be provided to the A/E for review prior to execution by the OWNER.

The scope of work as outlined in the plans and specifications shall be substantially completed by Friday, June 2, 2023.

The signature(s) of the bidding entity on the following pages shall confirm that the Bidder has reviewed all pertinent documents and existing site conditions, fully reviewed the scope of the project, and understands the overall nature of the work.

Any questions regarding the above items shall have been sufficiently raised and resolved with the A/E and/or OWNER prior to bidding. Any clarifications and responses provided by the A/E and/or OWNER shall only be binding if issued in writing via addenda.

Signature below must be completed by an officer of the bidding entity who shall be authorized to bind said entity into contractual agreements.

_____
Name & Address of Bidder

_____
Contact Phone & Email

_____
Type of Entity (Corporation, LLC, etc)

conducting business in the State of _____;

_____
Signature

NOTARY
Signature_____
Sworn and subscribed to me on this
_____ day of 2023.
Name and Title_____
Expiration of Commission_____

SECTION 2

BID FORM

Addenda Acknowledged _____, _____, _____

Bidder to input unit prices below and include the total cost per item in the far right column. Bid Item descriptions are outlined in the Special Provisions Section of this Project Manual. The A/E shall review the computations for irregularities and notify bidder should errors be found.

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Mobilization	1	LS	$_____	$_____
2.	Erosion Control	1	LS	$_____	$_____
3.	Demolition/Earthwork	1	LS	$_____	$_____
4.	Dense Graded Basecourse	190	TON	$_____	$_____
5.	Concrete Pavement – 5"	773	SF	$_____	$_____
6.	Skatepark Construction	1	LS	$_____	$_____
7.	Shade Structures	1	EA	$_____	$_____
8.	Bicycle Parking	4	EA	$_____	$_____
9.	Picnic Tables	2	EA	$_____	$_____
10.	Trees	13	EA	$_____	$_____
11.	Restoration	1	LS	$_____	$_____

TOTAL BID (ITEMS 1 THROUGH 11)

_____ Dollars $_____

(Words) (Numbers)

DO NOT FILL OUT

SECTION 3

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description *(Project Name and Include Location)*:

BOND
Bond Number:
Date *(Not earlier than Bid due date)*:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	SURETY
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 4

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is dated as of the _____ day of _____ in the year _____ by and

between _____ (Owner)

and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.1 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1. Project: William McFarland Park Phase 1B

2. Scope of Work: Project elements include demolition, earthwork, concrete pavement, concrete skatepark construction, landscaping, and restoration.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and A/E. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents (plans and specifications) are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the A/E. A/E will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

C. A/E will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by A/E or its consultants.

2.2 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract (pages 1 to 8, inclusive).

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2. Performance bond (pages 1 to 3, inclusive), plus attachments.
3. Payment bond (pages 1 to 3, inclusive), plus attachments.
4. Special Provisions (pages SP-1 to SP-4, inclusive).
5. Drawings (not attached but incorporated by reference) consisting of 24 sheets as listed in the Drawing Sheet Index.
6. Addenda (numbers __ to __, inclusive).
7. Exhibits to this Contract (enumerated as follows):
   a. Contractor's Bid (pages __ to __, inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
   a. Work Change Directives.
   b. Change Orders.
   c. Field Orders.

ARTICLE 3 - A/E

3.1 A/E

A. The A/E for this Project is Parkitecture + Planning, 901 Deming Way, Suite 102, Madison, WI 53717.

B. The term ENGINEER is used in the standard language of the General Conditions to represent the A/E referred to hereunder.

ARTICLE 4 - CONTRACT TIMES

4.1 Contract Times

A. Construction shall commence on or about March 1, 2023.

B. The Work will be substantially completed on or before June 2, 2023.

4.2 Liquidated Damages

A. None.

4.3 Delays in Contractor's Progress

A. If Owner, A/E, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Refer to Article 4 of the General Conditions for additional terms and requirements.

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ARTICLE 5 - CONTRACT PRICE

5.1 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents at the unit price for each unit of Work as stated in Contractor's Bid Schedule, which is attached to this Contract as an exhibit.

1. The initial Contract Price based on the estimated quantities of work listed in the Bid Schedule is $_____.

2. The final Contract Price will be determined by multiplying each unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the A/E.

ARTICLE 6 - BONDS AND INSURANCE

6.1 Bonds

A. Refer to Article 6 of the General Conditions for terms and requirements.

6.2 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	Statutory
Employer's Liability:	
Bodily Injury, each Accident	$ 100,000
Bodily Injury By Disease, each Employee	$ 100,000
Bodily Injury/Disease Aggregate	$ 500,000

b. Commercial General Liability:

General Aggregate	$ 1,000,000
Products - Completed Operations Aggregate	$ 2,000,000
Personal and Advertising Injury	$ 500,000
Each Occurrence (Bodily Injury and Property Damage)	$ 500,000

c. Automobile Liability:

Bodily Injury and Property Damage Combined Single Limit of	$ 1,000,000

d. Excess or Umbrella Liability:

Per Occurrence	$ 3,000,000
General Aggregate	$ 3,000,000

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B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;
2. Blanket contractual liability coverage to the extent permitted by law;
3. Broad form property damage coverage; and
4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

E. The Contractor's commercial general liability and automobile liability, and umbrella or excess liability policies shall include and list Owner and A/E and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

A. Refer to Article 8 of the General Conditions for terms and requirements.

7.2 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

B. Refer to Article 8 of the General Conditions for additional terms and requirements.

7.3 Quality Management

A. Contractor is fully responsible for managing quality to ensure Work is completed in accordance with the Contract Documents.

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7.4 Licenses, Fees and Permits

A. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.5 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to A/E upon completion of the Work.

7.6 Shop Drawings, Samples, and Other Submittals

A. Refer to Article 7 of the General Conditions for terms and requirements.

7.7 Warranties and Guarantees

A. Refer to Article 6 of the General Conditions for terms and requirements.

7.8 Correction Period

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.9 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and A/E, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 Owner's Responsibilities

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through A/E.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide Site and easements required to construct the Project.

D. Refer to Article 9 of the General Conditions for additional terms and requirements.

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ARTICLE 9 - A/E'S STATUS DURING CONSTRUCTION

9.1 A/E's Status

A. A/E will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of A/E as Owner's representative during construction are set forth in this Contract.

B. Neither A/E's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by A/E in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by A/E, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by A/E to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

C. Refer to Article 10 of the General Conditions for additional terms and requirements.

ARTICLE 10 - CLAIMS AND DISPUTE RESOLUTION

10.1 Claims Process

A. Refer to Article 12 of the General Conditions for terms and requirements.

ARTICLE 11 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

11.1 Refer to Article 14 of the General Conditions for terms and requirements.

ARTICLE 12 - PAYMENTS TO CONTRACTOR

12.1 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to A/E. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

12.2 Applications for Payments:

A. Contractor shall submit an application for payment in a form acceptable to the A/E, no more frequently than monthly, to A/E. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

12.3 Retainage

A. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

1. 95 percent of the Work completed (with the balance being retainage); and

2. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

3. At 50 percent completion, no additional amounts will be retained unless A/E certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50 percent completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total

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retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Contract Price (with the balance being retainage), less such amounts set off by Owner pursuant to Paragraph 14.4.C, and less A/E's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

12.4 Review of Applications

A. Refer to Article 15 of the General Conditions for terms and requirements.

12.5 Substantial Completion

A. All Contract work shall be substantially complete by 06/02/2023 .

B. The Contractor shall notify Owner and A/E in writing that the Work is substantially complete and request the A/E issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and A/E an initial draft of punch list items to be completed or corrected before final payment.

C. Refer to Article 15 of the General Conditions for additional terms and requirements.

12.6 Final Inspection

A. Refer to Article 15 of the General Conditions for terms and requirements.

12.7 Final Payment

A. Refer to Article 15 of the General Conditions for terms and requirements.

ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

13.1 Refer to Article 16 of the General Conditions for terms and requirements.

ARTICLE 14 - CONTRACTOR'S REPRESENTATIONS

14.1 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

a. The cost, progress, and performance of the Work;

b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

c. Contractor's safety precautions and programs.

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5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective as of the date first written on Page 1 of the Contract (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
_____	*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)* _____
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices: _____	Address for giving notices: _____
_____	_____
_____	_____
_____	_____
	License No.: _____ (where applicable)

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SECTION 5

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT
Effective Date of Agreement:
Amount:
Description *(Name and Location)*:

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	SURETY
_____ (Seal) Contractor's Name and Corporate Seal	_____ (Seal) Surety's Name and Corporate Seal
By: _____ Signature	By: _____ Signature (Attach Power of Attorney)
_____ Print Name	_____ Print Name
_____ Title	_____ Title
Attest: _____ Signature	Attest: _____ Signature
_____ Title	_____ Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related

subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other*):

SECTION 5

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

CONTRACT
Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	SURETY
_____ (Seal)	_____ (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
     1. Surety in accordance with the terms of the Contract; or
     2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
     1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
     2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

   a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

   1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

   2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;
2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

   The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 7

SPECIAL PROVISIONS

Project Information

This project is being funded by the Village of McFarland (Owner). All scope items and work listed below AND as required to complete the project shall be accounted for in the Contractors total bid price. Contractor shall minimize disturbance to the existing park as much as possible. Public access will be permitted during construction in areas other than the designated work zone.

Reference

The work included in this project scope shall be completed in accordance with the plans. The scope items shall be described in the following section and executed according to the referenced standards. The latest edition of the "State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction" shall serve as the referenced standard.

Item 1 – Mobilization

Scope: This work shall include the cost of moving in equipment and supplies to the site, the establishment of necessary stockpiles and trailer, perimeter fencing around the project area, and moving the same off site. This item also includes any construction staking or layout required by the contractor.

Reference: Section 619 of the standard specifications.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 2 – Erosion Control

Scope: This work consists of furnishing, installing, and maintaining tracking pad, inlet protection, and silt fence/sock at the locations designated on the Plans and where directed by the A/E, removing and disposing sediment deposits, and removing fence at the completion of the work.

Reference: Section 628 of the standard specifications, and all WDNR Construction Technical Standards including No. 1056, No. 1057, and No. 1071.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 3 – Demolition/Earthwork

Scope: This work consists of removing and disposing of miscellaneous items at the locations designated on the Plans and where directed by the A/E. Items include but are not limited to saw cutting, clearing and grubbing, tree protection, curb and gutter removal, pavement removal, abandoning and removing utilities, stockpiling of topsoil, excavating, rough grading, importing new fill, compacting, preparation of sub-grade, disposal of excess materials, temporary drainage and miscellaneous item removals.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 4 – Dense Graded Basecourse

Scope: This work describes furnishing and installing 3/4" dense graded basecourse under concrete pavement areas as shown in the details and plans. This will include a minimum of 4" top dressing of the existing skatepark footprint, full depth import for the expanded skatepark footprint and entry areas, and additional material needed for construction of raised features.

Reference: Section 305 of the standard specifications.

Payment: This work will be measured and paid for at the contract unit price per ton. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 5 – Concrete Pavement – 5"

Scope: This work consists of furnishing and installing concrete pavement including forming, reinforcing, aggregate base, and concrete and finishing at locations designated on the Plans in accordance with the standard specifications.

Reference: Section 602 of the standard specifications.

Payment: This work will be measured and paid for at the contract unit price per square foot. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 6– Skatepark Construction

Scope: This work describes furnishing and installing all elements related to the concrete skatepark area including but not limited to poured concrete, shotcrete, turndown walls, railings, steel reinforcing, steel coping, precast skate features, etc as shown in the details and plans. This item shall also include the required excavating, fine grading, importing new fill, compacting of stone and other required materials.

Reference: Technical specifications as included on the plan and details sheets.

Provide stamped Engineered Drawings.

Provide shop drawings and receive approval.

Demonstration of Experience: Potential suppliers and installers of precast concrete skate elements could include but are not limited to Spohn Ranch Skateparks, 6824 S Centinela Ave., Los Angeles CA 90230 (626)-330-5803 and American Ramp Company, 601 McKinley Ave. Joplin, MO 64801 (800) 949-2024. All vendors interested in supplying and installing these items MUST complete the "Bidder's Qualifications for Skateparks" forms found in Section 1B by the specified date.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 7 – Shade Structures

Scope: This work consists of furnishing and installing the shade structures as shown on the Plans. This item shall include pier footings.

Reference: Shade Structure: Shade Systems model 10158SW with pier mounted columns. Structure is 10' x 15' with 8' eave. Final colors should match the adjacent pickleball court structure and shall be verified by owner prior to fabrication.

Manufacturer Contact:

Commercial Recreation Specialists, 1807 Liberty Dr. Suite 101, Verona WI, 877-896-8442, ron@crs4rec.com or donna@crs4rec.com

- or pre-approved equivalent.

Provide stamped Engineered Drawings for structure and footings.

Provide shop drawings and receive approval.

FOOTINGS: The structures shall be set on prepared footings sized as shown, anchor bolts to be provided by manufacturer. The manufacturers engineer shall review and confirm design footings to the minimum values identified in IBC Table 1804.2 Allowable Foundation and Lateral Pressure. The contractor must use appropriate construction practices for the specific site conditions.

Payment: This work will be measured and paid for at the contract price per each. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work. This shall also include stamped engineered drawings and calculations.

Item 8 – Bicycle Parking
Scope: This work consists of furnishing and installing the bike racks as shown on the Plans. Items shall be surface mounted.

Reference:
Bike Racks: Madrax model PAR-2 (Post and Ring). Frame color: Black.

Provide shop drawings and receive approval.

Payment: This work will be measured and paid for at the contract price per each. This shall include compensation for furnishing, accepting delivery, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 9 – Picnic Tables
Scope: This work consists of furnishing and installing the picnic tables as shown on the Plans. Items shall be surface mounted. One table shall be ADA accessible and contain 3 seats, one shall contain 4 seats.

Reference:
Bike Racks: Belson model TRDP464S-EA and TRDP463S-EA (Round Coated Steel Pedestal Table with Advantage Finish). Frame color: Black, Seat/Top color Light Blue.

Provide shop drawings and receive approval.

Payment: This work will be measured and paid for at the contract price per each. This shall include compensation for furnishing, accepting delivery, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 10 - Trees
Scope: This work consists of furnishing and installing trees as specified in the plans and details.

Materials: Supplement subsection 632.2.6(1) of the WisDOT Specifications with the following: Provide 3" double shredded hardwood mulch.

Reference: Per Section 632 of the standard specifications. The entire planting beds shall be mulched where applicable.

Plant Establishment Period: Replace subsection 632.3.18.1.1 of the WisDOT Specifications with the following: A plant establishment period of 1 year shall follow the completion of planting for all trees, perennials and grasses areas.

Payment: This work will be measured and paid for at the contract price per each. This shall include compensation for accepting delivery, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 11 – Restoration

Scope: This work consists of restoration of areas disturbed during the project and includes furnishing and installing topsoil, and sod if required.

Reference: Per WisDOT Section 625, 627, 628, 629, 630, 631.
SEED: Seed Mixture shall be WisDOT #40, per Section 630. Seed shall be free of non-seed debris and invasive weed species.
ESTABLISHMENT PERIOD: Contractor to maintain new turf areas until a substantial growth (uniform 3-4" in height) is observed and approved by the Owner or A/E. Any bare areas greater than 5" square shall be re-seeded as necessary until growth is acceptable. Contractor shall water as required to produce substantial growth, temporary irrigation systems as needed shall be incidental to this item. Mowing shall occur as needed until final project acceptance. Turf should be kept at below 3" to avoid lay down.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT:

AGENDA ITEM: **Motion to approve Ordinance 2023-01: An Ordinance amending Appendix A of the Village Code of Ordinances regarding fees.**

PREVIOUS ACTION:

ISSUE SUMMARY:

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. 2023-01 Updates to Appendix A

ORDINANCE NO. 2023-01

AN ORDINANCE TO UPDATE VARIOUS FEES CONTAINED WITHIN THE FEE SCHEDULE IN APPENDIX A OF THE CODE OF ORDINANCES

Purpose: Annually the Village Board reviews and adjusts certain fees for service established within the Code of Ordinances.

Sponsor: Community Development Director Andrew Bremer and Public Works Director Lee Igl

Recommended Referral: Plan Commission, Parks & Recreation

Public Hearing: None required.

The Village of Board of the Village of McFarland, Dane County, Wisconsin do hereby ordain as follows:

1. The Portion in Appendix A, Fees, identifying the fees charged for buildings and building regulations arising from charges in Chapter 8 is hereby amended to read as follows:

CHAPTER 8—BUILDINGS AND BUILDING REGULATIONS

8-208	Permit for razing buildings		$100.00/Residential; $150.00/Commercial
8-233	Balconies, Decks and Porches		
		New Building Residential	$0.15 per square foot
		New Buildings Commercial	$0.18 per square foot
		Alterations to Existing Residential or Commercial Buildings	$150.00
8-281	Application for a permit to transfer, place or dump solid fill		$75.00~~50.00~~
		Additional fee per truck	$10.00
8-341(a)	Fee for permit to move building/structure along public ROW		- $75~~50~~.00

		Additional fee for building remaining on public highway (per day)	$75~~50~~.00
8-368(a)	Permit to construct a fence		$75~~50~~.00
8-401	Building permit fee to construct, erect, or alter a swimming pool—based on value:		
		$0.00—$1,000.00	$75~~50~~.00
		$1,000.00—$25,000.00	$75~~50~~.00 + $11.00 per $1,000.00
		Over $25,000.00	$325.00 + $5.00 per $1,000.00 over $25,000.00
8-463(b)	Public water impact fee (size of meter):		
		⅝-inch	$650.00
		¾-inch	$650.00
		1-inch	$1,625.00
		1¼-inch	$2,405.00
		1½-inch	$3,251.00
		2-inch	$5,201.00
		3-inch	$9,752.00
		4-inch	$16,253.00
		6-inch and above	$32,507.00
8-463(c)	Public water impact fee, April 1, 1998—September 30, 1998:		
	Size of meter: ⅝-inch		$175.00
		¾-inch	$175.00
		1-inch	$438.00

		1¼-inch	$648.00
		1½-inch	$875.00
		2-inch	$1,400.00
		3-inch	$2,625.00
		4-inch	$4,375.00
		6-inch and above	$8,750.00
8-463(c)	Public water impact fee, October 1, 1998—March 31, 1999:		
	Size of meter: ⅝-inch		$350.00
		¾-inch	$350.00
		1-inch	$875.00
		1¼-inch	$1,296.00
		1½-inch	$1,750.00
		2-inch	$2,800.00
		3-inch	$5,250.00
		4-inch	$8,750.00
		6-inch and above	$17,500.00
8-464(b)	Park improvement impact fee:		
	Type of dwelling unit:		
		Single-family	$2,522.81 ~~1,947.70~~*
		Multi-family	$1,737.78 ~~1,325.74~~*
		Group quarters	$1,000.61 ~~813.30~~ *
8-464(b)	Park-land impact fee (also known as fees in lieu of parkland dedication):		

	Type of dwelling unit:		
		Single-family	$4,481.47 ~~4,153.67~~*
		Multi-family	$3,113.09 ~~2,885.38~~ *
		Group quarters	$1,710.49 ~~,1585.37~~ *
8-465(b)	Public library impact fee:		
		Type of development:	
		Single-family	$710.00
		Two-family, multifamily	$431.00
8-487(b)(1)	Sign permit fee		$50.00 + $2.00/sq. ft.
8-522	Building permit fees:		
		New buildings—residential:	
		Per square foot of building	$0.15 min. $125.00
		Electronic municipal plan entry	$150.00
		Early start permit	$200.00
		New buildings—commercial:	
		Per square foot of building	$0.18 min., $125.00
		Certified municipal plan review: Building plan	$100.00
		Plan entry fee	$100.00 + sq. ft. fee below
		Less than 2,500 sf	$250.00
		2,501—5,000 sf	$300.00
		5,001—10,000 sf	$500.00
		10,001—20,000 sf	$700.00

		20,001—30,000 sf	$1,100.00
		30,001—40,000 sf	$1,400.00
		40,001—50,000 sf	$1,900.00
		50,001—75,000 sf	$2,600.00
		75,001—100,000 sf	$3,300.00
		100,001—200,000 sf	$5,400.00
		200,001—300,000 sf	$9,500.00
		300,001—400,000 sf	$14,000.00
		400,001—500,000 sf	$16,700.00
		Over 500,000 sf	$18,000.00
		Certified municipal plan review: HVAC plan	
		Plan entry fee	$100.00 + sq. ft. fee below
		Less than 2,500 square feet	$150.00
		2,501—5,000 square feet	$200.00
		5,001—10,000 square feet	$300.00
		10,001—20,000 square feet	$400.00
		20,001—30,000 square feet	$500.00
		30,001—40,000 square feet	$800.00
		40,001—50,000 square feet	$1,100.00
		50,001—75,000 square feet	$1,400.00
		75,001—100,000 square feet	$2,000.00
		100,001—200,000 square feet	$2,600.00

		200,001—300,000 square feet	$6,100.00
		300,001—400,000 square feet	$8,800.00
		400,001—500,000 square feet	$10,800.00
		Over 500,000 square feet	$12,100.00
		Early start permit	$250.00
		Repair work, additions or alterations to	
		$0.00 to $1,000.00	$75.00 ~~50.00~~
		$1,000.00—$25,000.00	$0.20/ft^2 (minimum $150.00)
		Over $25,000.00	$0.30/ft^2 (minimum $250.00)
	Fire escapes		$75.00 ~~50.00~~
	Reroofing, re-siding and windows:		
		First $500.00 or less	$55.00 ~~50.00~~
		Additional fee per $1,000.00 of value or fractional part thereof above $500.00	$5.00
	Installation of elevator		$75.00 ~~50.00~~
	New, replacement or relocation of fuel oil and gasoline storage		
		550 gallons or less	$50.00
		551 gallons to 10,050 gallon capacity	$10.00
		Above 10,051 gallon capacity	$10.00
		Plus per additional 1,000 gallon capacity or	$0.05
	Canopies, per square foot of surface:		$0.10

		Minimum fee	$75.00 ~~50.00~~
		Awnings, for each individually supported	$75.00 ~~50.00~~
	Reinspection permit		$75.00 ~~50.00~~
	New construction UDC seal		$35.00 ~~50.00~~
8-581	Plumbing permit fee—Residential		$75.00 ~~50.00~~
		Plus per square foot of	$0.05
	Sewer and water laterals (per lateral) and Stormwater pipe:		$75.00 ~~60.00~~
		Commercial	$75.00 ~~60.00~~ + $0.10/ft. of pipe
	Plumbing permit fee—commercial		$75.00 ~~50.00~~
	Per square ft. Group I building		$0.05
		Group II building	$0.08
		Group III building	$0.10
		Group IV building	$0.04
	Addition or replacement of plumbing fixtures to existing		$75.00 ~~50.00~~
		Plus per fixture	$7.00
	Red tag or reinspection fee		$75.00 ~~50.00~~
8-616	HVAC permit fee—Basic HVAC permit		$75.00 ~~50.00~~
	HVAC permit fee—Fireplace or wood stove		$75.00 ~~50.00~~
		Plus per square foot—Residential	$0.05
	Building class fee (per square foot)—Commercial:		
		Group I building	$0.05

		Group II building	$0.08
		Group III building	$0.10
		Group IV building	$0.04
	Replacement of air conditioning—Commercial		$75.00
	Replacement of furnace—Commercial		$75.00
	Replacement of air conditioning—Residential		$55.00 ~~50.00~~
	Replacement of furnace—Residential		$55.00 ~~50.00~~
	Addition of A/C to existing structure		$75.00
	Alterations/additions		$55.00 ~~50.00~~ + $5.00 per $1,000.00 of value
	Red tag or reinspection fee		$75.00 ~~50.00~~
	All fees doubled if work commenced prior to permit		
8-645(c)	Fee for an electrical contractor, firm, person or corporation		$75.00~~50.00~~
8-647	New construction—Electrical:		
		Residential buildings; 1—2 family (per square foot)	$0.05
		Commercial buildings (per square foot):	
		Group I building	$0.05
		Group II building	$0.08
		Group III building	$0.10
		Group IV building	$0.04
		Electrical permit	$75.00 ~~50.00~~/Residential; $100.00 ~~80.00~~/Commercial

		Temporary service	$75.00 ~~50.00~~/Residential; $100.00 ~~80.00~~/Commercial
		Panel/service entrance, 100 amp	$75.00 ~~70.00~~/Residential; $100.00 ~~110.00~~/Commercial
		Each additional 100 amp	$10.00
		Additions, alterations, and repairs permit fee	$55.00 ~~50.00~~ + openings/Residential; $85.00 ~~80.00~~ + openings/Commercial
		1—5 openings	$20.00
		6—10 openings	$30.00
		11—15 openings	$40.00
		16—20 openings	$45.00
		21—25 openings	$50.00
		26—30 openings	$55.00
		31—35 openings	$60.00
		36—40 openings	$65.00
		>41—45 openings	$70.00
		46—50 openings	$75.00
		51—60 openings	$80.00
		61—70 openings	$85.00
		71—80 openings	$90.00
		81—90 openings	$95.00
		91—100 openings	$105.00
		101 + openings	+ $1.00 per opening
8-848(a)	Fees established in lieu of on-site stormwater		

	management practices—Residential (2009)		
		Construction cost per acre	$1,223.00
		Land cost per acre	$550.00
		Total cost per acre	$1,773.00
	Fees established in lieu of on-site stormwater management practices—Commercial and Industrial (2009)		
		Construction cost per acre	$2,255.00
		Land cost per acre	$1,388.00
		Total cost per acre	$3,643.00
8-909(a)	Fees for erosion control plans		
8-909(a)(1)		Simplified plan checklists	$350.00
8-909(a)(2)		Sites larger than 20,000 square feet in area	$500.00
8-909(a)(3)		Sites larger than two acres in area and five acres or less in area	$750.00
8-909(a)(4)		Sites larger than five acres in area	$750.00 plus $1,000.00 deposit plus actual cost
8-909(b)	Fees for stormwater management plans		
8-909(b)(1)		Stormwater management plan without detention plan	Fee equal to actual cost billed to the Village by Consultants
8-909(b)(2)		Stormwater management plan with detention plan	Fee equal to actual cost billed to the Village by Consultants

***With final adjustments to these fees based on the Department of Labor final index total for December 2022.**

2. The Portion in Appendix A, Fees, identifying the fees charged for Emergency Services specifically related to ambulance fees is hereby amended to read as follows:

17-59(d)	Ambulance fees: Resident charge	$1000.00 ~~850.00~~/BLS $1,150.00 ~~1,000~~/ALS
17-59(e)	Ambulance fees: Nonresident charge	$1,100.00~~950~~/BLS $1,250.00~~1100~~/ALS
17-59(f)	Ambulance fees: Medical supplies and procedures	Included in base amb fees.
17-59(g)	Ambulance fees: Loaded mileage fee (per mile)	$17.00/Resident $17.00/Nonresident
17-59(h)	Ambulance fees: No transport—resident	$100.00/Basic $300.00/ALS
	Ambulance fees: No transport—nonresident	$275.00/Basic $375.00/ALS
17-59(i)	Ambulance fees: Advanced life support intercept	Actual cost

3. The Portion in Appendix A, Fees, identifying the fees charged for Solid Waste regulations arising from charges in Chapter 50 is hereby amended to read as follows:

CHAPTER 50—SOLID WASTE		
50-5	Solid waste collection charge, per residential unit	$151.80~~148.20~~
	Residential unit - Btw. 1—4 dwelling units	

4. The Portion in Appendix A, Fees, identifying the fees charged for Parks & Recreation arising from charges in Chapter 44 is hereby amended to read as follows:

CHAPTER 44 – PARKS AND RECREATION

44-24(d)	William McFarland Park – Bocce Courts	
	Resident	$25.00
	Non-Resident	$50.00
	Local Business	$100.00
	Non-local Business	$200.00
	Dog Park Permit	
	Resident – Daily Permit	$5.00~~3.00~~
	Non-Resident – Daily Permit	$5.00~~4.00~~
	Orchard Hill Park – Disc Golf Permit	
	Replacement Permit Tag	$5.00

5. The following fees from Chapter 11 regarding Tourist Rooming House inspection fees and mobile food cart fees erroneously repealed in Ordinance amendment 2019-07, and are hereby reinserted into Appendix A:

11-362(b)	Tourist Rooming House Inspection Fees:	
11-362(b)(1)	Building Inspection	$100.00
11-362(b)(2)	Fire Inspection	$100.00
11-402	Mobile Food Establishment fees	
	(1) Annual Fee	$150.00

	(2) Single Event Permit	$50.00

The foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the 10th day of January, 2023.

APPROVED:

_____

Carolyn A. Clow, Village President

ATTEST:

_____

Cassandra Suettinger, Village Clerk/Treasurer

ORDINANCE 2023 – 01	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Brandt –	Jerke –
Brassington -	Nelson -
Clow –	Wreh
Flaherty -	
VOTING RESULTS	
Motion Carried:	
Motion Defeated:	

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Matt Schuenke, Village Administrator**

AGENDA ITEM: **Motion to confirm appointment of Village Board members to boards, commissions, and committees as recommended by the Village President in the report dated January 5, 2023.**

PREVIOUS ACTION:

ISSUE SUMMARY:
The new appointments shall be as follows as applicable:

- Sustainability and Natural Resources Committee - Carolyn Clow and Ed Wreh (Chair).
- Finance Committee - Carolyn Clow.
- Senior Outreach Committee - Carrie Nelson and Carolyn Clow (Chair).
- Landmarks Commission - Carrie Nelson (Chair).

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:
None

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Discussion and action on Ordinance 2022-16 an ordinance rezoning 6303 Jaeger Road, McFarland from R-1 residential to PD-I Planned Development Infill General Plan Approved. Rezoning requested by Jerry and Dawn Reiter.**

PREVIOUS ACTION:
November 15, 2022 - Plan Commission held public hearing for Ordinance 2022-16, an ordinance to rezone and the Condominium Plat from Jaeger Estates Condominium Association, Inc Jerry and Dawn Reiter for the property at 6303 Jaeger Road.
December 20, 2022 - Plan Commission unanimously recommended approval of Ordinance 2022-16.

ISSUE SUMMARY:
Updates from the November 15th Public Hearing
The Applicant has indicated they are willing to amend their General Plan to include an increase in the minimum side yard setbacks for the homes to be placed on Units 2 & 3 of the condo plat from the minimum required under the Zoning Code for an R-1 property (7 feet) to 14 feet.

Summary of Request
Jerry and Dawn Reiter are requesting to rezone their property at 6303 Jaeger Road from R-1, Single Family Residence to PD-I, Planned Development Infill, General Plan Approved. Concurrent with this request is a request to create a plat of condominium (Jaeger Estates). The purpose of these requests is to enable the eventual development of two new single family homes in addition to the existing single family home already located on the property. The existing home would become Unit 1 of the condominium with an ownership area of 49,027 square feet. The proposed two new single family homes would become Units 2 and 3 of the condominium, each with an ownership area of 22,338 square feet. The plat of condominium included in the packet establishes a shared driveway easement from Yahara Drive through Unit 3's northeast corner to serve Unit 2. The shared driveway easement will be approximately 16' wide. Unit 1 currently has a deeded access easement through 6302 Jaeger Road. Note, the applicant's summary letter requests a comprehensive plan amendment; however, a comprehensive plan amendment is not necessary for consideration of the PD-I zoning request, and this request has been withdrawn from the Plan Commission application.

If granted approval of the PD-I General Plan, the applicant would have one-year after the recording of the General Plan to obtain approval of a Detailed Plan for at least one stage of the

General Plan, unless an extension is granted by the Village Board per Sec. 62-67(i) of the Zoning Code. No building construction shall be permitted in any portion of the approved General Plan until a Detailed Plan is approved by the Village per Sec. 62-67(h)(3)(a) of the Zoning Code. The Detailed Plan would provide greater details regarding the location of all future buildings or structures, including the architectural character and design of each building, the number of stories and dimensions of each building, and the dimensioned yards between buildings or structures and lot lines. At this point in time, the applicant's have stated their intent to apply the minimum front, side, and rear setbacks and maximum building height requirements of the R-1 District to each Unit ownership area when constructing the two future single family dwellings. The Detailed Plan will also provide greater details on building design, grading, sewer and water distribution systems. The applicant is requesting approval of a two staged PUD to provide a level of assurance regarding the proposed use of the property before proceeding further with the creation of the Detailed Implementation Plan.

Existing Property Conditions

The property is 2.18 acres (93,703 square feet) and zoned R-1, Single Family Residence. The property includes approximately 44' of water front access to the Yahara River. The property's driveway extends through four parcels from Exchange Street. Most of the land on this property is undeveloped and mostly inhabited by a forested area. The existing buildings and structures are clustered near the southern half of the property. The property includes a single family home, four existing accessory structures, a 1,000 sq. ft. garage and an above-ground pool. The existing driveway on the property is gravel. None of the existing or proposed homes sites are located within a FEMA designated Floodplain or WDNR designated wetland, or the Village's Shoreland-Wetland District. Proposed homes on ownership Units 2 and 3 would be located a minimum of 200 feet from the Yahara River.

To the east of the existing property is Indian Mound Park, a Village-owned conservancy. As conservancies, the lands are mostly dedicated green space that is open to public use. Adjacent to the south is 6302 Jaeger Road, a 26,136 square foot lot with a single-family home that shares driveway access through its front yard. This property is zoned R-1 Single Family Residence. Adjacent to the west of 6303 Jaeger Road is 4727 Yahara Drive, a single family resident. This property is similar in size to the adjacent south lot and includes a single-family home. This lot is 24,219 square feet and zoned R-1B Single Family Residence. Adjacent to the north is a 0.15 acre lot (Outlot 1 Indian Mound Park) which serves as an access point to the Indian Mound Park. Beyond this parcel is the corner of Yahara Drive and Indian Mound Drive. The corner lot to the north at 4730 Yahara Drive is a single-family home zoned R-1, Single Family Residence on a 13,504 square foot lot. Also to the north, at 6211 Indian Mound Drive, is a single-family home zoned R-1, Single Family Residence on a 20,473 square foot lot.

Additional Application Background

The basis for the applicant's request for the PD-I zoning and plat of condominium approval is based on a desire to be granted flexibility to overcome certain subdivision and zoning requirements given the unique platting circumstances of the lot. This lot (O.L 94) is part of the 1951 Assessor's Plat of the Village of McFarland. Portions of the original O.L 94 were (re)platted in 1975 as part of the development of the adjacent Plat of Indian Mound Park. The configuration of Yahara Drive and O.L 1 of the Plat of Indian Mount Park left O.L. 94 with

approximately 78 feet of frontage along Yahara Drive. The applicants previously considered dividing the property via Certified Survey Map similar to how the unit boundaries are laid out in the proposed plat of condominium. This design approach would not be acceptable under Sec. 56-142(e) of the Subdivision Code, which states that *"every lot shall front or abut for a minimum of at least 40 feet on a public street",* thus requiring 120 feet of frontage along Yahara Drive, so all three homes have at least 40 feet of frontage. In order to meet this standard, the applicant considered acquiring O.L. 1 of the Plat of Indian Mound Park and combining the lot area with the existing O.L. 94 to enable 40 feet of frontage for all three single family homes via a new CSM, that would have included a pedestrian and utility easement to the Village in the same configuration as O.L. 1. O.L. 1 has approximately 80 feet of frontage along Yahara Drive, and combined with O.L. 94 would result in approximately 158 feet of frontage. This property is owned by the original developer's of the Plat of Indian Mound Park; however, all owners are deceased. The applicant's attorney attempted to track down all the heirs of the property owners through a title search and beneficiary search. This effort was unsuccessful and they did not think they would be able to get a clean title commitment. An alternative approach is to develop the lot as a planned development infill condominium as the lot boundary and Yahara drive frontage would not change as it would via an approved Certified Survey Map, i.e. the zoning lot of the plat of condominium maintains at least 40 feet of frontage on a public street. Sec. 62-9(d), Number of residential buildings on a zoning lot, states that *except in the case of planned development districts, condominiums and multifamily developments, not more than one principal detached residential building shall be located on a zoning lot nor shall a principal detached residential building be located on the same zoning lot with any other principal building*. The rezone to the PD-I District permits the development of two additional single family dwellings, plus the existing dwelling, on one zoning lot. It is worth noting that an alternative approach to developing additional single family homes on the property may include maintaining the existing R-1 zoning developing a cul-de-sac onto the property and dividing the lot through a CSM or subdivision into multiple R-1 lots. The size of the property, 2,18 acres, is of a size large enough to potentially accommodate more than just two new single family homes with a minimum R-1 lot size of 10,000 square feet. To recoup the cost of the necessary road and public utility extensions, it might be likely that the property owner would need to create more than two new single family lots, thus increasing the density and intensity of development of the site. Noting that the current property owner does not desire to pursue the alternative at this time, but any future property owners would not be precluded from pursuing this potential development option. From a staff perspective, utilizing the PUD approach is preferable as it allows for some infill development on this large lot consistent with the policies of the Village's Comprehensive Plan, but at a density and intensity similar to adjacent properties. In addition, there would be fewer environmental impacts on the property/Yahara River without any potential road additions (reduces impervious surfaces) and no financial impacts on the Village related to maintenance of a potential road or public utilities. In addition, the Village maintains the authority over the zoning of the lot and the terms of the Planned Development General and Detailed Implementation Plans can't be changed by the Condo Association without the express approval of the Village through amendment of these PD-I documents (i.e. the number of single family dwelling units in the condominium plat will remain at three unless changes are approved by the Village).

Conformance with PD-I Zoning Definition, Intent, and Statement of Purpose

Per Sec. 62-4(126) of the Zoning Code, a *Planned Residential Development, Dwelling is defined as a parcel or tract of land having an area as required in the district regulation under common management, single ownership, and which is the site for two or more principal residential buildings and where regulations may be modified as regulated in this Chapter*. Per Sec. 62-66(a), *the PD-I district is referred to as an "infill" zoning regulation because it is intended to be used in situations where new development or redevelopment is proposed within an already developed area or neighborhood*. Per Sec. 62-68, the PD-I *standards and regulations have been created for the purpose of allowing flexibility to accommodate infill and redevelopment on parcels less than three acres*. In staff's opinion, the proposed development is consistent with the definition, intent, and statement of purpose of the PD-I district.

Sec. 62-66(d)1-3, Standards and criteria for approval of a PD-I in addition to the general requirements for approval listed in Section 62-67. The following include Staff's comments.

- *1. Maximum impervious surface ratio for residential is 0.50.* The General Plan does not provide a specific impervious surface ratio. However, given the size of each ownership Unit and the applicant's stated intent to develop homes in the 1,500 to 4,000 square foot range, it is likely that the property will be well under the maximum impervious surface ratio of 0.50 upon buildout. For example, a 4,000 square foot home on Unit 3 would have an impervious surface ratio of 0.18, not including driveways or accessory structures. None the less, Staff recommends the General Plan be revised to include a statement that the maximum impervious surface ratio for any ownership Unit, and the property in total, will not exceed 0.50.
- *2. Maximum floor area ratio of 0.70.* The General Plan does not provide specific information about the maximum floor area ratio other than noting the intent to develop ownership Units 2 and 3 with one or two story single family dwelling units with a footprint of 1,500 to 4,000 square feet. Assuming a two-story, 4,000 square foot home on either Units 2 or 3, would yield a floor area ratio of 0.36, well within the maximum permitted floor area ratio. None the less, Staff recommends the General Plan be revised to include a statement that the maximum floor area ratio of any ownership Unit, and the property in total, will not exceed 0.70.
- *3. Minimum required usable open space per dwelling unit: 100 SF/DU.* Each ownership Unit will easily exceed the requirement for a minimum of 100 square feet of usable open space per dwelling unit given the stated ownership Unit areas and anticipated dwelling sizes.

Sec. 62-66(e)1-8, Additionals Standards for approval of a PD-I. The packet includes a staff review of these standards, which are either addressed or will be addressed through the approval of the Detailed Implementation Plan.

Sec. 62-67(a) PD Planned Development District Standards. The packet includes a staff review of these standards, which are either addressed or will be addressed through the approval of the Detailed Implementation Plan.

Sec. 62-67(h) Procedure for Establishment of the Planned Development District - General

Plan for Staged Development. The packet includes a staff review of the submittal requirements, noting that the location and dimensions of proposed buildings on ownership Units 2 and 3 are not provided. However, the applicant has stated *"use of land area and gross floor area for each detached single family unit to be constructed will be using the residential district bulk standards R-1 requirements as noted in Chaper 62-70 of the Village Ordinance."* Staff recommends the General Plan (site plan) be revised to show the minimum setback requirements of the R-1 district as applied to ownership Units 2-3 and the minimum setback requirements of the R-1B district to ownership Unit 1. In addition, Staff recommends the text of the General Plan be revised to also indicate that any proposed accessory structures on ownership Units 2-3 will follow the same standards and requirements as similar accessory structures in the R-1 district and R-1B district for Unit 1.

Department Head Comments

The packet includes an aerial map of the property highlighting existing hydrants, sewer and water mains. Staff recommend the property owners be required to provide an easement along the west lot line to the existing fire hydrant, H35, located on the property as part of the Detailed Implementation Plan. There were no other comments or concerns raised by the Village Engineer, Director of Public Works, Fire Chief or Police Chief at this time.

Public Comments

Prior to the November 15, 2022 Public Hearing, the Department did receive an invalid zoning protest petition from neighboring property owners, including a letter outlining various objections and concerns about the proposed development. Since receipt of this letter, the Applicant has met with 5 of the 6 property owners that signed the petition to discuss their concerns. The packet also includes a response from the Applicant's attorney to the items of concern in the neighbors' letter. The Village Attorney has reviewed the protest petition and has determined that it is not valid. His opinion letter is also included within the packet.

Since the original protest petition was filed, the Department has not received a resubmitted valid zoning protest petition from neighboring property owners. The neighboring property owner (4727 Yahara Drive) has previously indicated they would prefer to have a proposed setback of a minimum of 50' exterior lot setback for Units 2 and 3. This includes the front lot line along Yaeger Drive for both units, the west lot line of Unit 3 and east lot line of Unit 2. The 50' setback does not include the shared lot lines between Units 2 and 3 nor does it include the shared lot line both units have with Unit 1. The Village code Sec. 62-70.- Bulk Standards-Residential Districts establishes the minimum front yard setback for R-1 zoned properties of 25' and a minimum side yard setback of 7', minimum 18' combined side yards, for two story structures. In consideration of the neighbors' concerns, the Applicant revised their General Plan to increase the exterior side yard setback for proposed Units 2 & 3 from 7' to 14'. This change is incorporated within the recommended conditions of approval.

FINANCIAL/BUDGET IMPACT:

The applicant will assume all costs related to the request. The development site is not identified for future public park space in the Village's Comprehensive Plan or Outdoor Recreation & Open Space Plan. Recommend park land impact fees in lieu of parkland dedication. The following is a summary of park improvement, park fees in lieu of parkland dedication, library and water

impact fees applicable to new single family dwellings on ownership Units 2 and 3. Note, the type and actual amount of any impact fees will be determined at the time a building permit is submitted according to the current impact fee types and rates established by the Village Board under Appendix A Fees, of the McFarland Municipal Code of Ordinances.

- Public Water = $650 per DU
- Park Improvement Impact Fee = $1,947.70 per DU
- Fees in Lieu of Parkland Dedication = $4,153.67 per DU
- Libary Impact Fee = $710 per DU

VILLAGE PLAN REFERENCE:

Comprehensive Plan, 2017. Map 6, Future Land Use, identifies the property for Single Family Residential. Figure 4.1 provides a General Description of Land Uses Allowed which states *"predominantly single family homes, generally in "subdivision" settings....Within the Village, all such areas will be served by public sanitary sewer and water systems."* The proposal is to add two new single family homes along with the existing single family home, with each lot served by public sanitary sewer and water. Figure 4.1 identifies Typical Implementing Zoning Districts to include *"R-1, R-1A, and R-1B Residence and R-2 Single and Two-Family Residence (more limited)."* Noting that on page 32, Volume 2, in describing the material presented in Figure 4.1 the plan states *"as presented in Figure 4.1, each category has a unique description, typical implementing zoning districts (but not the only options), and development policies. Map 6 and Figure 4.1 will be used together to provide an effective guide for zoning and other decisions."* Figure 4.1 also includes Development Policies for Single Family Residential mapped areas, including #6 which states *"pursue residential infill opportunities where feasible, applying standards and approaches in Figure 4.2."* Page 42 also includes as a Land Use Initiative to *"provide for compatible reinvestment along Lake Waubesa and in Residential Areas."* This is further described as flows *"the Village will also consider community-sensitive infill development and redevelopment elsewhere. These include larger parcels on mainly residential sites that have been passed over for development, such as one at the southeast corner of Siggelkow and Marsh Roads, or that may have a single residence on one to several acres, such as sites along Burma Road and Exchange Street. Sites that are on or near the waterfront, particularly Lake Waubesa and focused around aging waterfront business sites are also possibilities."* Noting the property in question is a large waterfront lot (2.18 acres) that can support the Village's infill goals while protecting the integrity of the surrounding neighborhood and water quality through quality design. Page 30 includes the following Land Use policy *"actively promote infill development and redevelopment where opportunities present themselves..."* and *"preserve and enhance the historic character of the downtown and older Village neighborhoods, while encouraging compatible infill, redevelopment..."* Page 71 includes the following Utilities and Community Facilities policy *"encourage development that uses existing sewer, water, and road infrastructure (i.e. infill, redevelopment) and is near existing community facilities such as schools and parks."* Figure 4.2 also lists the following reasons for promoting infill development:

- Utilizes existing roads, utilities, and services.
- Renews obsolete, run-down, and vacant sites.

- Limits conversion of farmland and natural areas elsewhere.
- Increases property tax revenue and re-circulates dollars.
- Diversifies living options for empty-nesters, seniors, young professionals, and workforce.

Based on the summary above, in Staff's opinion, the proposed rezone, plat of condominium and uses are consistent with the Village's Comprehensive Plan.

ORDINANCE REFERENCE:

Sec. 56-8. Condominium developments
Sec. 56-173. Land Dedication
Sec. 62-9(d). Number of residential buildings on a zoning lot
Sec. 62-4(126). Planned residential development, dwelling
Sec. 62-66. PD-I Planned Development Infill District
Sec. 62-67. PD Planned Development District

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Motion, second, to approve Ordinance 2022-16, an ordinance rezoning 6303 Jaeger Road, McFarland from R-1 residential to PD-I Planned Development Infill General Plan Approved with the following conditions of approval:

1. Applicant to revise the General Plan (text) to include a statement that the maximum impervious surface ratio for any ownership Unit, and the property in total, will not exceed 0.50.
2. Applicant to revise the General Plan (text) to include a statement that the maximum floor area ratio of any ownership Unit, and the property in total, will not exceed 0.70.
3. Applicant to revise the General Plan (text) to include a statement that principal structures on Unit 1 will follow the minimum bulk requirements for similar structures in the R-1B District and principal structures on Units 2 and 3 will follow the minimum bulk requirements for similar structures in the R-1 District, with the exception that the minimum side yard setback shall be 14 feet for principal structures on Units 2 and 3, as measured from exterior boundaries of the condo plat.
4. Applicant to revise the General Plan (text) to include a statement that any proposed accessory structures on ownership Units 2-3 will follow the same standards and requirements as similar accessory structures in the R-1 District and R-1B District for Unit 1.
5. Applicant to revise the General Plan (site plan) to show the minimum setback requirements of the R-1B District as applied to ownership Unit 1 and the R-1 district as applied to ownership Units 2-3, including a minimum side yard setback of 14 feet for Units 2 and 3, as measured from the exterior boundaries of the condo plat.
6. Applicant to provide an archeological survey, from a certified professional, of the property for the presence of Native American mounds for submittal with the Detailed Implementation Plan.
7. Appliant to provide a permanent utility and access easement to the Village, at no cost, along the west lot line of the property to the Village's existing fire hydrant (H35). The detailed location and terms of the easement shall be included as part of the Detailed Implementation

Plan.

ATTACHMENTS:

1. 2022-16 Rezone 6303 Jaeger Road
2. 6303 Jaeger Road Rezone and Condo PC Application_10.03.22
3. Sec. 62-66 & 62-67 PD-I General Plan Staff Review_11.10.22
4. Pages from Assessor's Plat of the Village of McFarland 1951_Plat Map 127700
5. Indian Mound Plat Map 100600
6. Map 6 McFarland_Comprehensive_Plan_-_Future_Land_Use_Map
7. Figure 4.1(page 34)
8. Figure 4.2 (page 43)
9. Proposed Parks & Open Space_Outdoor Recreation and Open Space Plan 2019-2023
10. 6303 Jaeger Public Utilities
11. Protest Petition_ 6303 Jaeger Rd
12. Neighbor Letter_6303 Jaeger Rd
13. 6303 Jaeger Road Applicant Response to Petition Ltr_11.09.22
14. 6303 Jaeger Road Protest Petition_Village Attorney Memo_11.11.22

ORDINANCE 2022-16

AN ORDINANCE TO REZONE LANDS AT 6303 JAEGER ROAD FROM R-1 SINGLE FAMILY RESIDENCE TO THE PLANNED DEVELOPMENT INFILL DISTRICT – GENERAL IMPLEMENTION PLAN APPROVED.

Purpose: To rezone the lands at 6303 Jaeger Road in order to facilitate infill development of the property for a total of three single family dwelling units within a proposed plat of condominium (Jaeger Estates, A Condominium).

Sponsor: Community & Economic Development Director Bremer

Recommended Referral: Plan Commission (Required)

Public Hearing: Required; Preceded by Class 2 Notice

WHEREAS, the property owner of 6303 Jaeger Road (Jerry and Dawn Reiter) submitted a rezoning application to the Village on October 1, 2022, a copy of which is attached hereto as Exhibit A, and requested that the Planned Development Infill General Implementation Plan and the Detailed Implementation Plan be processed and approved as a two stage Planned Development Infill District; and,

WHEREAS, the property owner has submitted documents fulfilling the requirements for approval of a General Implementation Plan for the lands specified below; and,

WHEREAS, the property owner has submitted a petition for approval of a plat of condominium (Jaeger Estates, A Condominium) for the proposed development for the same lands specified below; and,

WHEREAS, the proposed Planned Development Infill General Implementation Plan, and proposed Jaeger Estates, A Condominium plat provide for a maximum of three single family dwellings for the same lands specified below; and,

WHEREAS, no additional dwelling in excess of three single family dwellings shall be permitted on the lands specified below unless the Village approves an amendment to the Planned Development Infill General and Detailed Implementation Plan; and,

WHEREAS, the Plan Commission held a public hearing on the proposed zoning amendment and plat of condominium on November 15, 2022, preceded by a Class Two Notice; and,

WHEREAS, the proposed rezoning and plat of condominium are consistent with the Village of McFarland Comprehensive Plan, which designates the subject land as Single Family Residence; and

WHEREAS, the Village Board is willing to conditionally approve the Planned Development Infill General Implementation Plan, and the Village Board finds approval thereof is in the public interest;

NOW, THEREFORE, the Village Board of the Village of McFarland, does ordain as follows:

1. Section 62-62(a) of the McFarland Municipal Code and the Official Zoning Map are hereby amended so that the following described real estate is hereby rezoned from R-1 Single Family Residence, to the Village's Planned Development Infill District – General Implementation Plan Approved (PDI-GPA):

   Part of Outlot 94, Assessor's Plat of the Village of McFarland, as recorded in Volume 14 of Plats, on pages 16-27, as Document Number 824385, Dane County Registry, located in the Southwest and Southeast Quarters of the Southwest Quarter of Section 03, Township 06 North, Range 10 East, Village of McFarland, Dane County, Wisconsin. Said description contains 93,703 square feet or 2.18 acres.

   Tax Parcel ID NO: 154/0610-033-6630-4 (property)

2. The Zoning Administrator is hereby directed to label these changes on the Official Zoning Map, once the rezoning is effective.

3. This ordinance does not constitute approval of any earthwork or building construction within any of the property described in the ordinance. No construction of any kind, including earthwork or building construction, is permitted on the parcel described in Section 1 of this ordinance until a Planned Development Infill Detailed Implementation Plan is approved by the Village.

4. Within one year after the recording of the PDI-General Implementation Plan and the copy of the related zoning ordinance amendment, a PDI-Detailed Implementation Plan for at least one stage of the PDI-General Implementation Plan shall be filed with the Village Clerk-Treasurer, unless an extension is granted by such Village Board. Should the property owner fail to obtain applicable PDI-Detailed Implementation Plan approval within one year from the date of approval and recording of this Ordinance, this Ordinance shall be null and void and the property shall continue to be designated in the R-1 Single Family Residence zoning district.

The foregoing Ordinance was duly adopted at a regular meeting of the McFarland Village Board on the 10th day of January, 2023.

ORDINANCE 2022 –16	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	

APPROVED:

_____
Carolyn A. Clow
Village President

ATTEST:

_____
Cassandra Suettinger
Duty Administrator/Clerk-Treasurer

Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Clow –	Wreh -
Brassington –	Flaherty –
Nelson –	Brandt –
Jerke –	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

VILLAGE OF McFarland

Community & Economic Development

Plan Commission Application – 2022

~Application must be completed in full~

Applicant - Owner	Jerry + Dawn Reiter	Applicant's Agent	Michael J. Lawton
		Name	Beardman + Clark LLP
Address	6303 Jaeger Rd., McFarland, WI 53558	Address	1 South Pinckney St., Suite 410 Madison, WI 53703
Email	reiterjerry@gmail.com	Email	mlawton@beardmanclark.com
Phone #	608-219-1515	Phone #	608-286-7236
Fax #		Fax #	608-283-1709

Parcel No(s). _____ **Type of Proposal – Please check boxes below that apply**

Requires Public Hearing (Class One)	FEES	Requires Public Hearing (Class Two)	FEES	Public Hearing Not required	FEES
☐ Preliminary Plat	$500+AF	☐ Conditional Use	$425+F	☐ Annexation	At cost
☐ Preliminary Plat (reapplication)	$500+BF	☒ Rezoning (map)	$475+F	☐ Dev. Agreement Including Addendums	$400 F
☐ Certified Survey Map	$300+FG	☐ Zoning Amendment (text)	$475 +F	☐ Final Plat	$500 +CF
☒ Condominium	$300+EF	☐ USA/MMSD Annexation	At cost	☐ Final Plat (reapplication)	$400 +DF
~~☒ Comprehensive Plan Amendment~~	~~$500+F~~			☐ Site/Design Review	$400 + F

+ = Plus publication and notification charges

A = Plus $50.00 per lot

B = Any preliminary plat which has previously been reviewed/revised within the last 36 months

C = Plus $50.00 for each lot within the final plat

D = Any final plat which has been previously reviewed or/ revised within the last 36 months

E = Plus $40.00 for each unit shown

F = Plus actual legal, engineering and financial consulting costs incurred by the Village

G = Plus $25.00 per lot for two or more lots.

Escrow Deposits (covers costs for outside consultants; e.g., engineers, attorneys, etc.)	
☐ R-E, R-3 & PD (up to 50 acres)	$5,000
☐ R-E, R-3 & PD (greater than 50 acres)	$10,000
☐ Site/Design Review (less than 2,000 sq. ft.)	$1,000
☐ Site/Design Review (2,000 sq. ft. or more)	$2,000
☐ All Plats including condominiums	$5,000

Nature of the development proposal: Must provide address of proposed development, legal description, current zoning and description of proposal/request. (Attach additional paper if needed)

See cover letter.

PLEASE READ AND SIGN AT THE BOTTOM ON THE REVERSE SIDE

Has this specific proposal been previously discussed or acted upon by the Plan Commission?
☐ **YES** ☒ **NO (If "yes" state the nature and the date(s) of the previous application.)**

Submittal Requirements: One (1) hard copy 8 ½ x 11, except site plan sheets which should be 11 x 17, and one (1) electronic (pdf) copy. A completed in full application can be submitted to the Community Development Department (5915 Milwaukee Street, McFarland, WI 53558, community.development@mcfarland.wi.us), with fees included with submittal **by *NOON of the deadline day**, according to the schedule below.

Village of McFarland Plan Commission 2022 Schedule

The Village of McFarland Plan Commission normally conducts meetings on the third Tuesday of each month, unless otherwise noted below at 7:00 p.m. at the McFarland Municipal Center in the Community Room. To ensure adequate time for staff review, and publication of legal notices; potential agenda item materials are required to be submitted per the schedule listed below.

*Submittal Deadline Noon on:	For Scheduled 2022 Meeting date of:
December 7 (2021)	January 18
January 11	February 21
February 8	March 21
March 8	April 18
April 5	May 17
May 10	June 21
June 7	July 19
July 5	August 16
August 9	September 20
September 6	October 18
October 4	November 15
November 8	December 20 (Pending)
December 6	January 17, 2023 (Pending)

Note, applications requiring a public hearing will be scheduled for a hearing according to the schedule above, with action considered at the next scheduled Plan Commission meeting following the public hearing. Applicants are encouraged to contact the Community & Economic Development Director for a pre-application meeting to review the project and submittal requirements prior to submitting an official application.

Acknowledgements:

- I understand failure to provide required materials/information/fees by the submittal deadline can result in this application being withdrawn for consideration by the Plan Commission. Materials submitted for review after the submittal deadline date, or incomplete submittals, may be held over until the next scheduled meeting.
- I understand any fees not paid for (i.e. legal notices, mailings, consultant review costs, etc.) will require any permits to be withheld until all payments are made in full. In addition, all application fees are non-refundable.
- I understand Plan Commission applications requiring a Public Hearing will not be acted on the same night as the Public Hearing.

X [signature] Agent _____ 10/1/2022 _____
Signature of Applicant/Agent Date

BoardmanClark

MICHAEL J. LAWTON
ATTORNEY
MLAWTON@BOARDMANCLARK COM
DIRECT (608) 286 7236
FAX (608) 283 1709

Mr. Andrew Bremer
Community & Economic Development Director
Village of McFarland
5915 Milwaukee Street
McFarland, WI 53558

RE: Plan Commission Application - 6303 Jaeger Road

Dear Mr. Bremer:

Our clients, Jerry and Dawn Reiter, are submitting the enclosed application for a request to approve a condominium plat, comprehensive plan amendment and rezoning request for the property located at 6303 Jaeger Road, McFarland, WI 53558.

Accompanying this application is a draft Condominium Plat prepared by Burse Surveying and Engineering, Inc., a draft Declaration of Condominium, draft condominium association articles and bylaws, and a general and detailed implementation plan.

Nature of Development Proposal: Owner desires to submit the property to condominium ownership. The proposed condominium plat would create 3 units, each intended to contain one detached dwelling intended for occupancy by a single family. To accommodate the proposed 3-unit condominium, owner requests the commission to consider a Comprehensive Plan Amendment and a Rezoning to the Planned Development Infill District.

Property Address: 6303 Jaeger Road, McFarland, WI 53558

Legal Description: PART OF OUTLOT 94, ASSESSOR'S PLAT OF THE VILLAGE OF MCFARLAND, AS
RECORDED IN VOLUME 14 OF PLATS, ON PAGES 16-27, AS DOCUMENT NUMBER 824385, DANE
COUNTY REGISTRY, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHWEST
QUARTER OF SECTION 03, TOWNSHIP 06 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE
COUNTY, WISCONSIN

Current Zoning: R-1 Residential

Thank you for your consideration of our condominium application. Please do not hesitate to contact me directly with any questions at (608)286-7236.

Sincerely,

BOARDMAN & CLARK LLP

Michael J. Lawton

VILLAGE OF MCFARLAND WISCONSIN

PLANNED DEVELOPMENT INFILL DISTRICT

GENERAL IMPLEMENTATION PLAN

FOR JAEGER ESTATES, A CONDOMINIUM, 6303 JAEGER ROAD

DRAFTED BY MICHAEL J. LAWTON FOR JERRY AND DAWN REITER

The following is the legal description of the real property that is the subject of this application:

Legal Description: PART OF OUTLOT 94, ASSESSOR'S PLAT OF THE VILLAGE OF MCFARLAND, AS RECORDED IN VOLUME 14 OF PLATS, ON PAGES 16-27, AS DOCUMENT NUMBER 824385, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 03, TOWNSHIP 06 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN ("Property")

Property Address: 6303 Jaeger Road

Map: The Property is described on the condominium plat prepared by Burse Surveying which is attached hereto and incorporated by reference herein.

Applicant Interest: The applicants are Jerry Reiter and Dawn Reiter. They are the owners of the Property.

Description of the Proposed Development: The Property currently contains one single family residence. The proposal is to create a condominium plat that will contain three units with each unit containing one detached single-family residence. The existing residence will be contained within one of the units in the condominium plat, as shown thereon. Two new detached single-family residences will be built. The units will each consist of the entirety of the area shown on the condo plat as a unit and will not be limited to any structure, as this will be a so-called "pocket of air" condominium. The residences and other improvements on each unit, along with all of the lawn areas, will each be a unit. There will not be any limited common elements as the unit will fill the entire envelope on the condo plat, but any driveway serving more than one unit and any stormwater or utility lines, mains etc. serving more than one unit will be part of common elements. Driveways and utility infrastructure serving only one unit will be part of that single unit. Development and future alterations of each unit will be subject to the approval of the Board of the condo association. The condo association shall govern any common elements, but common elements are very limited in this development. Each unit owner will be responsible for his/her construction and maintenance of each of the units, including all improvements within each unit (except for the very small common elements under the Association). Owners of units will obtain casualty insurance for improvements and their own liability insurance.. The Association will obtain liability insurance for the common elements. It is anticipated that construction of the first new residence will be completed next year. There is no definite date for the construction of the third unit. The Association and the project will be governed by the condominium declaration, articles and bylaws, which are submitted herewith.

Condominium Plat: The condominium plat submitted herewith includes the necessary information on the boundaries of the Property, and the individual units, existing buildings and structures, and adjacent streets. The houses will be designed by the owners of each unit, but with the approval of the Association. There will not be any public open spaces in the development. The driveways serving the units are shown on the condominium plat. The condominium plat, including the dimensions thereon are incorporated by reference herein.

General Implementation Plan: The applicant requests that this instrument and its approval constitute a General Implementation Plan approval.

ADDENDUM A

CONDOMINIUM PLAT – DETAILED

DRAFTED BY MELISA M ARNDT FOR JERRY AND DAWN REITER

(h) (1) d. A statement referencing plat draft "Jaeger Estates, A Condominium"

The condominium plat draft indicates the square footage of each proposed "lot". Each detached single family unit to be constructed will be using the "RESIDENTIAL DISTRICT BULK STANDARDS" R-1 requirements as noted in Chapter 62-70 of the Village Ordinance.

The use, approximate location of structures, number of stories, and square dimensions of each unit is to be determined. The goal is to stick build detached 1-2 story single family units no less than 1500 square feet and no more than 4000 square feet. Unit 2 will be the first property to be constructed, however the shared driveway apron will be roughed in on Unit 3 to be completed after construction of Unit 3 structures.

Other than the proposed driveways on the plat map, there are no vehicle or pedestrian facilities such as streets, sidewalks, or public parking spaces.

There are no public or semi-public common open spaces.

Use of land area and gross floor area for each detached single family unit to be constructed will be using the "RESIDENTIAL DISTRICT BULK STANDARDS" R-1 requirements as noted in Chapter 62-70 of the Village Ordinance.

875
865
895
880
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850
845
850
855
Na, Parcels

JAEGER ESTATES, A CONDOMINIUM

PART OF OUTLOT 94, ASSESSOR'S PLAT OF THE VILLAGE OF MCFARLAND, AS RECORDED IN VOLUME 14 OF PLATS, ON PAGES 16–27, AS DOCUMENT NUMBER 824385, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 03, TOWNSHIP 06 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN

LEGEND

- ● 3/4" SOLID IRON ROD FOUND
- ⊙ 1" IRON PIPE FOUND
- ◉ 2-1/2" IRON PIPE FOUND
- ○ 3/4" X 18" SOLID IRON RE-ROD SET, WT. 1.50 lbs./ft.
- ( ) INDICATES RECORDED AS

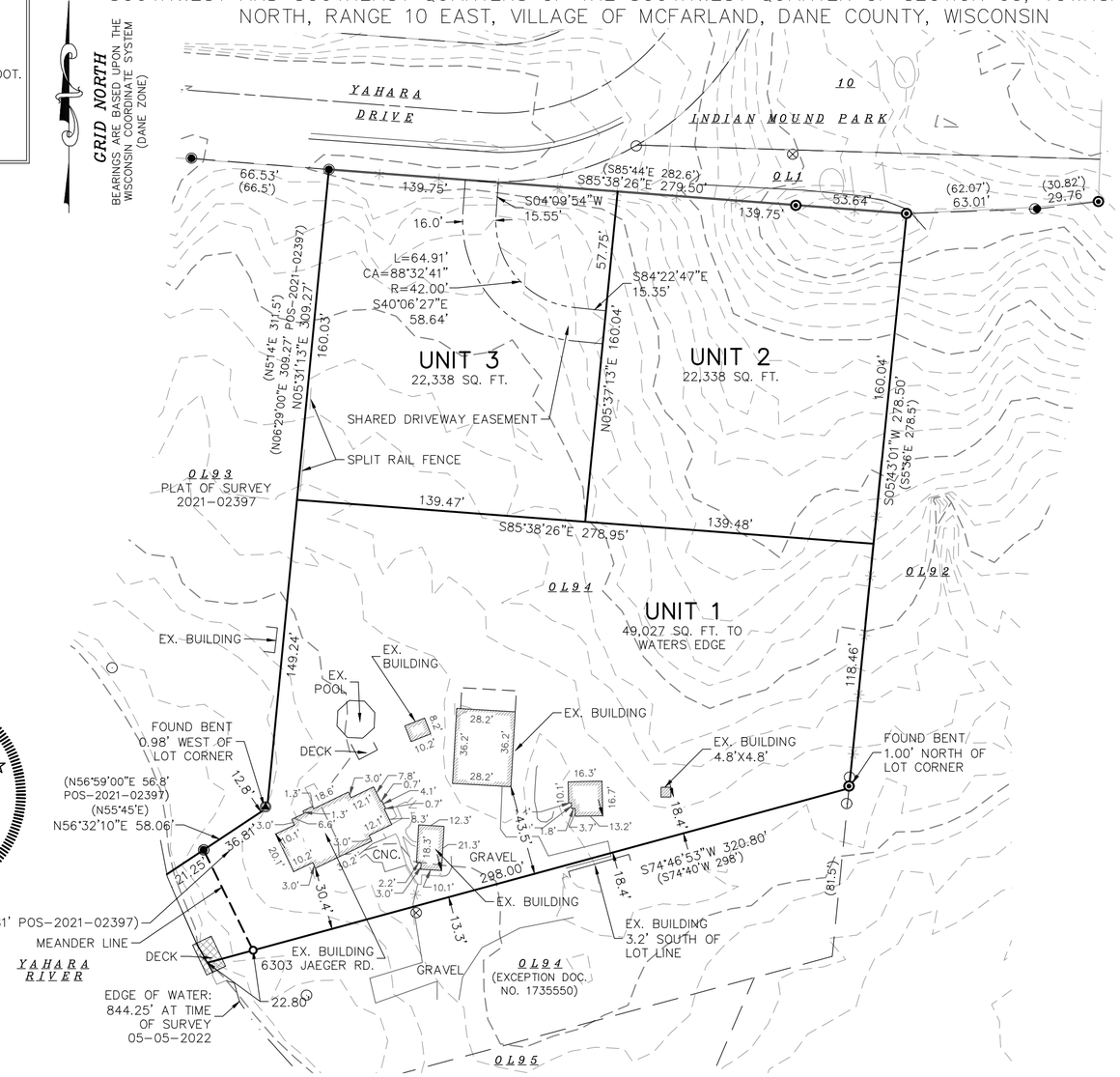
DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. BUILDINGS ARE MEASURED TO THE NEAREST TENTH OF A FOOT.

▭ UNIT BOUNDARY

0 50 100 150

SCALE : ONE INCH = FIFTY FEET

GRID NORTH
BEARINGS ARE BASED UPON THE WISCONSIN COORDINATE SYSTEM (DANE ZONE)



NOTES:

1) Date of survey: May 05, 2022

2) Unless otherwise noted, everything outside of the Unit Boundaries are common elements.

3) The shared driveway are limited common elements.

4) Interior dimensions for floorplans are based upon drawings furnished by the architect to the surveyor.

SURVEYOR'S CERTIFICATE:

I, Michelle L. Burse, Professional Land Surveyor, No. 2020, hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands: PART OF OUTLOT 94, ASSESSOR'S PLAT OF THE VILLAGE OF MCFARLAND, AS RECORDED IN VOLUME 14 OF PLATS, ON PAGES 16–27, AS DOCUMENT NUMBER 824385, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 03, TOWNSHIP 06 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN

I further certify that this condominium plat correctly represents the condominium described; that the floorplans are reproduced from plans furnished by the architect; and the location and identification of each unit and the common elements can be determined from the plat.

Dated this ____ day of _____, 201_.

Signed: _____
Michelle L. Burse, P.L.S. No. 2020

WISCONSIN
MICHELLE L. BURSE
S-2020
Sun Prairie WI
LAND SURVEYOR

PREPARED FOR:
Melissa Arndt

PREPARED BY:

Burse
surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

Date: October 29, 2022
Plot View: Contours
\BSE2582\dwg\Survey\Dane County GIS Contours.dwg

Office of the Register of Deeds
_____ County, Wisconsin
Received for Record
_____, 20___ at
_____ o'clock __M as
Document No. _____
in _____
_____
_____
_____
Register of Deeds

There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this __ day of _____ _, 200_.

Dane County Planning and Development

SHEET 1 OF 1

JAEGER ESTATES, A CONDOMINIUM

PART OF OUTLOT 94, ASSESSOR'S PLAT OF THE VILLAGE OF MCFARLAND, AS RECORDED IN VOLUME 14 OF PLATS, ON PAGES 16–27, AS DOCUMENT NUMBER 824385, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 03, TOWNSHIP 06 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN

LEGEND

- ● 3/4" SOLID IRON ROD FOUND
- ◉ 1" IRON PIPE FOUND
- ◉ 2-1/2" IRON PIPE FOUND
- ○ 3/4" X 18" SOLID IRON RE-ROD SET, WT. 1.50 lbs./ft.
- ( ) INDICATES RECORDED AS

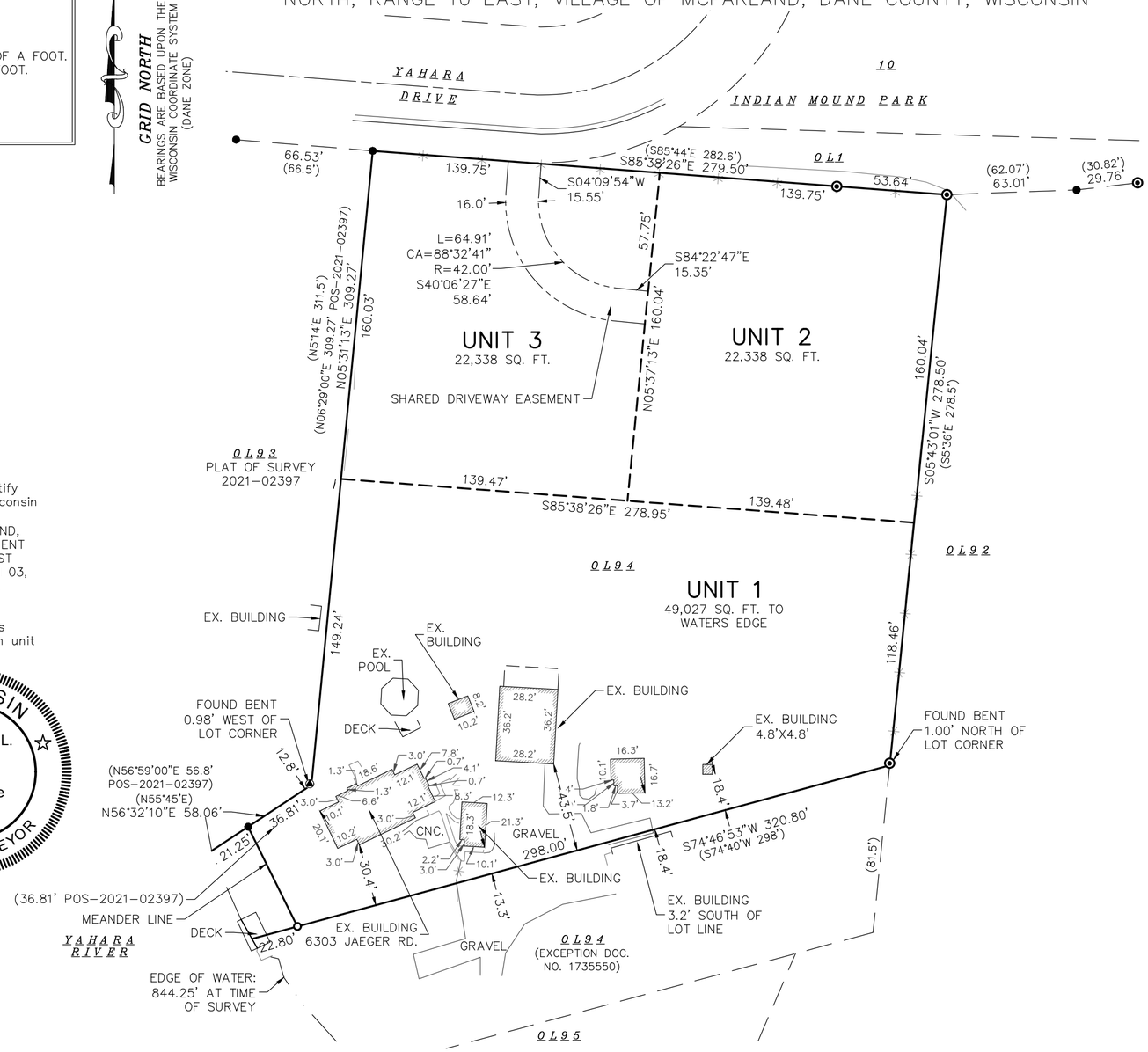
DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. BUILDINGS ARE MEASURED TO THE NEAREST TENTH OF A FOOT.

UNIT BOUNDARY

0 50 100 150

SCALE : ONE INCH = FIFTY FEET

GRID NORTH
BEARINGS ARE BASED UPON THE WISCONSIN COORDINATE SYSTEM (DANE ZONE)



NOTES:

1) Date of survey: May 05, 2022

2) Unless otherwise noted, everything outside of the Unit Boundaries are common elements.

3) The shared driveway are limited common elements.

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SURVEYOR'S CERTIFICATE:

I, Michelle L. Burse, Professional Land Surveyor, No. 2020, hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:
PART OF OUTLOT 94, ASSESSOR'S PLAT OF THE VILLAGE OF MCFARLAND, AS RECORDED IN VOLUME 14 OF PLATS, ON PAGES 16–27, AS DOCUMENT NUMBER 824385, DANE COUNTY REGISTRY, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTERS OF THE SOUTHWEST QUARTER OF SECTION 03, TOWNSHIP 06 NORTH, RANGE 10 EAST, VILLAGE OF MCFARLAND, DANE COUNTY, WISCONSIN
I further certify that this condominium plat correctly represents the condominium described; that the floorplans are reproduced from plans furnished by the architect; and the location and identification of each unit and the common elements can be determined from the plat.

Dated this ____ day of _____, 201_.

Signed: _____
Michelle L. Burse, P.L.S. No. 2020

WISCONSIN
MICHELLE L. BURSE
S-2020
Sun Prairie WI
LAND SURVEYOR

PREPARED FOR:
Melissa Arndt

PREPARED BY:

Burse
surveying & engineering Inc.
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.bursesurveyengr.com

Date: May 10, 2022
Plot View: condo
\BSE2582\dwg\Survey\BSE2582 Survey v2018.dwg

Office of the Register of Deeds
_____ County, Wisconsin
Received for Record
_____, 20___ at
_____ o'clock __M as
Document No. _____
in _____
_____
_____
_____
Register of Deeds

There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this __ day of _____ _, 200_.

Dane County Planning and Development

SHEET 1 OF 1

DECLARATION OF
CONDOMINIUM -
JAEGER ESTATES CONDOMINIUM

Recording Data

Return to:
Michael J. Lawton
Boardman & Clark
P.O. Box 927
Madison, WI 53701-0927

Parcel Identification Number (PIN)

There are no objections to this condominium with respect to Chapter 703 Wis. Stats. and it is hereby approved for recording.

Dane County Planning & Development

Date

Document No.

DECLARATION OF CONDOMINIUM - JAEGER ESTATES CONDOMINIUM

Return to:

Michael J. Lawton
P.O. Box 927
Madison, WI 53701-0927

Parcel Numbers

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration") is made this _____ day of September, 2022, by Jerry R. Reiter and Dawn M. Reiter, husband and wife (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01. Name. The name of the condominium created by this Declaration (the "Condominium") is "Jaeger Estates Condominium."

2.02. Legal Description. The land comprising the Property (the "Land") is legally described as Part of Outlot 94, Assessor's Plat of the Village of McFarland, as recorded in Volume 14 of Plats, on pages 16-27, as Document Number 824385, Dane County Registry, located in the Southwest and Southeast Quarters of the Southwest Quarter of Section 3, Township 6 North, Range 10 East, Village of McFarland, Dane County, Wisconsin, and is graphically described on Exhibit A attached hereto and incorporated by reference herein.

2.03. Address. The Condominium is located at 6303 Jaeger Road, McFarland, Wisconsin 53558, all being in the Village of McFarland, Dane County, Wisconsin.

ARTICLE III

DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall consist of three (3) units (individually a "Unit" and collectively the "Units") located in three (3) buildings (individually, a "Building" and, collectively, the "Buildings") identified on the condominium plat attached hereto as Exhibit A and made a part hereof (the "Condominium Plat"). The Units shall be identified as Units One (1) through Three (3), inclusive, as numbered on the Condominium Plat. The Condominium shall not be subject to expansion. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02. Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be a horizontal plane parallel to the surface of the ground at the higher of height of the building constructed on the Unit or the highest height allowed by the local governing ordinances for a structure above the ground.

(b) Lower Boundary. The lower boundary of the Unit shall be a horizontal plane parallel to and fifty (50) feet below the surface of the ground.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be as shown on the Plat.

3.03. Description of Units. The Units shall include, without limitation, all improvements now or hereafter located within such boundaries. All portions of any building within a Unit, including but not limited to foundations, roofs, exterior walls, doors, windows, porches, stoops and external HVAC equipment and utility equipment servicing only the building or buildings within the Unit, are part of the Unit and are not Common Elements. Each Unit, being a cubicle of space, exists as a completed Unit on the date of creation of this Condominium and thereafter.

Specifically not included as part of a Unit are any portion of any utility lines, mains, sewers or swales for potable water, sanitary sewer, stormwater management, electric service, telephone, cable and internet service and driveways and pedestrian walkways which serve more than one (1) Unit or another Unit outside of the Unit in which such elements are located. Any of the aforesaid items that are excluded from the definition of a Unit that serve more than one Unit or another Unit are Common Elements.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01. Common Elements. The common elements (the "Common Elements") are defined to mean all aspects and elements of the Property which are defined as Common Elements under section 3.03 above, including:

(a) The driveways and pedestrian walkways, if any, serving more than one Unit or serving another Unit;

(b) Any stormwater conveyance facilities and stormwater ponds, if any, serving more than one Unit or serving another Unit;

(c) Any community mailbox facility serving the Units collectively;

(d) Any sanitary sewer lines or appurtenances and public water supply lines, mains or other appurtenances serving more than one Unit or serving another Unit; and

(e) Any other portion of the improvements to the Land that is not part of a Unit as described above or that serves more than one Unit or serves another Unit than the Unit within which the improvements are located.

4.02. [4.02 intentionally omitted.]

4.03. Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of any improvements, or as a result of settling or shifting of any improvements, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the board of directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. Each Unit's initial percentage shall be as follows: Unit 1 – 33.333%; Unit 2 – 33.333%; and Unit 3 – 33.33415.

5.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, lease, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03. Voting. The vote of each Unit at meetings of the Association (as defined in Article VII) shall be equal to the percentage of interest in the Common Elements pertaining to such Unit.

5.04. Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

[This article intentionally omitted.]

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Jaeger Estates Condominium Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any

new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

7.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, assuming that the Condominium has been fully expanded under Article VI; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.03. Board of Directors. The affairs of the Association shall be governed by a board of directors. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the board of directors. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the board of directors. For purposes of calculating the percentages set forth in Section 7.02 and this Section 7.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 6.02.

7.04. Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements, if any, and shall maintain the same in good, clean, and attractive order and repair.

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all improvements constructed within the Unit, except to

the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

(d) **Architectural Control**. No Unit Owner shall create, construct, install or alter any building or improvements within any Unit, without the consent of the Association. This limitation applies, among other things, to any new or altered building or addition, alteration to the building elevations or enclosure, color changes, changes in exterior materials, fences, plantings, landscaping, hedges or improvements of a similar nature.

7.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds

security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06. General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements, except that until occupancy permits have been issued for all Units, the General Assessments for liability insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (if) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed. Notwithstanding any of the foregoing provisions in this section, the owner of Unit _____ shall not be subject to any general assessment under this section until such time as the owner of said Unit obtains a building permit for the construction of any building on such Unit. Further, no assessment shall be made under this section against Unit _____ with respect to any driveway serving Units _____ and _____.

7.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special

Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.08. Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

7.09. Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.10. [This section intentionally omitted.]

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's percentage interest in the Common Elements shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.01 above.

8.02. Separation, Merger and Boundary Relocation.

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected. Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation or merger shall pay for the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. Where any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the percentage interests in the Common Elements shall be reallocated as follows:

(A) In the case of a boundary relocation, the percentage interests that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the percentage interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Units whose boundaries are being adjusted shall be determined in the same manner.

(B) In the case of a Unit separation, the percentage interests appurtenant to each resulting Unit (the "Resulting Unit") shall be determined as follows: for each Resulting Unit, the percentage interest in the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square

footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new percentage interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be determined in the same manner.

(C) In the case of the merger of two or more Units, the percentage interests appurtenant to the resulting Unit shall be the combined percentages of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(D) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

8.03. Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

(a) maintaining his or her personal professional library in his or her Unit;

(b) keeping his or her personal business or professional records or accounts in his or her Unit;

(c) handling his or her personal or business records or accounts in his or her Unit; or

(d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.03 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

Except to the extent permitted by federal or state law or regulations, no poles for flags or other purposes, and no exterior antennae or satellite dishes, or other exterior attachments

or devices, shall be connected or constructed anywhere within the Condominium, without the approval of the Association, but this shall not apply to the display of the United States flag in accordance with customary flag etiquette.

8.04. Nuisances; Wood Burning. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01, including unreasonable noise, loud music or other disturbance. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.05. Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

(a) The term of any such lease shall not be less than four (4) months, nor more than one (1) year without the approval of the Association;

(b) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;

(c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 8.05 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.06. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant.

8.07. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste.

8.08. Storage; Vehicles. Outdoor storage of disabled vehicles shall not be permitted. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time. All service vehicles, boats, trailers, campers and recreational vehicles shall be parked only within a Unit Owner's garage. Temporary parking or storage of such vehicles or trailers for loading or unloading purposes is permitted for a term not to exceed forty-eight (48) hours. No unlicensed, disabled or inoperable motor vehicle shall be parked or stored outside of any garage for a period exceeding forty-eight (48) hours. None of the Common Elements or Units shall be used as a space or area for the repair of any vehicle, trailer, camper or other property.

8.09. Pets. Pets are permitted in accordance with the current applicable Rules and Regulations, except that not more than two pets are permitted in any Unit. No Rottweiler or pit bull shall be permitted at anytime. The Association may establish other or additional regulation of pets, including with respect to pet size and weight, waste disposal, noise and behavior. Any Unit Owner having a pet or animal shall be liable for any and all damages to the person or property of any other Unit Owner and his/her co-occupants or guests caused by such pet or animal.

8.10. Landscaping. Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside of their Unit without the prior written consent of the Association.

ARTICLE IX

9.01. [This section intentionally omitted.]

9.02. Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03. Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association may require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

9.04. Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.05. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01. Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the votes appurtenant to any one Unit are cast in favor of such repair or reconstruction.

10.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04. Repair of Units. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. .

10.05. Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06. Surplus in Construction Funds. All Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." If there is a balance in the Construction Funds after payment of all

costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

10.07. Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE XI

CONDEMNATION

11.01. Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner shall be allocated the entire award for the taking of all or part of the respective Unit or any improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective percentage interest in the Common Elements.

11.02. Determination to Reconstruct Common Elements. Following the taking of all or part of the Common Elements, the Common Elements shall be restored or reconstructed.

11.03. Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless seventy-five percent (75%) of the Unit Owners and a majority of the first Mortgagees (one vote per mortgaged Unit) shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

11.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient

amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

11.06. Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective percentage interests in the Common Elements.

11.07. Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the percentage interest in the Common Elements appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all of the Units, determined without regard to the value of any improvements located within the Units. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new percentage interests appurtenant to the Units. Such amendment need be signed only by two officers of the Association.

ARTICLE XII

MORTGAGEES

12.01. Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations.

(c) Any physical damage to the Common Elements in an amount exceeding Twenty Thousand Dollars ($20,000).

12.02. Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

12.03. Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.04. Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

ARTICLE XIV

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several.

Nothing herein shall be deemed to limit the rights of the Village of McFarland to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV

GENERAL

15.01. Utility and Police and Fire Protection Easements. Each Unit Owner's interest in the Common Elements is subject to such easements as have heretofore been granted or which may hereafter be granted by the Declarant or the Association for any utility service such as water, sewer, electricity, natural gas, telephone or cable television. In addition, the Property is also subject to certain easements identified on the face of the Condominium Plat.

The Declarant and all Unit Owners hereby grant to the utility companies or governmental agencies providing water or sewer service to the Condominium an easement on, over and under all of the Common Elements for the installation, repair and maintenance of water and sewer main lines and lateral service lines for all of the Units of the condominium, which easement includes the right of ingress, egress and access for the installation, repair and maintenance of such main lines and lateral service lines, together with the right of ingress and egress and access for inspection or meter reading.

The Declarant and all Unit Owners hereby grant to the utility company providing natural gas service to the Condominium an easement on, over and under all of the Common Elements for the installation, repair and maintenance of natural gas main lines and lateral service lines for all of the Units of the Condominium. This easement includes the right of ingress, egress and access for the installation, repair and maintenance of such main lines and lateral service lines, together with the right of ingress and egress and access for inspection or meter reading.

The Declarant and all Unit Owners hereby grant to the providers of electric, telephone and cable service to the Condominium an easement on, over, across and under all of the Common Elements for the installation, repair and maintenance of electrical, telephone and cable T.V. service to all of the Units of the Condominium. This includes main lines and lateral service lines. This easement includes the right of ingress, egress and access for the installation, repair and maintenance of such main lines and lateral service lines, together with the right of ingress and egress and access for inspection or meter reading.

The Declarant and all Unit Owners grant to the local municipal, county and state law enforcement and fire protection agencies an easement on, over and across all of the Common Elements for ingress, egress and access for police or fire protection for all of the Units of the Condominium. This includes an easement for access, ingress and egress for investigation, inspection, surveillance or response for the purpose of any police or fire protection, subject to any limitations imposed the Constitutions and laws of the United States or the state of Wisconsin.

The Declarant and all Unit Owners grant to local municipal, county and state law enforcement agencies an easement on, over and across all of the Common Elements and Limited Common Elements for access, ingress and egress for the purpose of rendering emergency medical service to any person.

Nothing in this section constitutes or implies any waiver, consent or other impairment of any person's local, state or federal rights against unreasonable search or seizure and all such rights are reserved and preserved.

The Declarant hereby reserves for the Association acting by and in the discretion of its board of directors, the rights to grant to the Village of McFarland or public or semi-

public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the board of directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.04. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05. Declarant Access During Construction of Improvements. During any period of construction of Buildings and other improvements on the Property by the Declarant, the Unit Owners and their contractors, and subcontractors, and their respective agents and employees, shall have access to all Common Elements as may be required in connection with said construction and shall have easements for the installation and construction of Buildings, improvements, utilities, driveways, parking areas, landscaping,

and other repairing or servicing of all or any part of the Condominium or the expanded Condominium.

15.06. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is _____, _____. The resident agent may be changed by the Association in any manner permitted by law.

15.07. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.08. Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this _____ day of September, 2022.

_____
Dawn M. Reiter

_____
Jerry R. Reiter

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of September, 2022, the above-named Dawn M. Reiter and Jerry R. Reiter, who acknowledged the foregoing document for the purposes recited therein.

_____
Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This instrument drafted by Michael J. Lawton.

EXHIBIT A

CONDOMINIUM PLAT

BYLAWS OF
JAEGER ESTATES CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND ADDRESS

1.1. Name; Purpose. The name of the corporation shall be Jaeger Estates Condominium Association, Inc. (the "Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.2. Address. The principal office of the Association shall be located at 6303 Jaeger Road, McFarland, Dane County, Wisconsin 53558. This address shall also be the mailing address of the Association.

Return to:
Michael J. Lawton
P.O. Box 927
Madison, WI 53701-0927

Parcel Identification Numbers

1.3. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.4. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Jaeger Estates Condominium executed by Dawn M. Reiter and Jerry R. Reiter (the "Declarant") and recorded in the office of the Dane County Register of Deeds (the "Declaration").

ARTICLE II

MEMBERSHIP

2.1. Membership. The membership of the Association shall at all times consist exclusively of all of the Unit Owners of the Condominium. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.2. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon

the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.3. Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.

2.4. Membership Certificates. Membership certificates shall not be issued.

2.5. Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.6. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.7. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.8. Quorum. Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.9. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11. Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all of the votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association prior to the casting of such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

2.12. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE III

MEETINGS OF MEMBERS

3.1. Place. All meetings of the Unit Owners shall be held at a place in Columbia County, Wisconsin, that shall be stated in the notice of the meeting.

3.2. Annual Meetings. The first annual meeting of the Unit Owners shall be held on the second Monday of the first December after the Declarant has ceased to control the Association as provided in Section 7.02 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on the second Monday of the first December of each succeeding year.

3.3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.4. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.5. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.6. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.7. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

(a) Calling the meeting to order.
(b) Calling the roll of Unit Owners and certifying the proxies.
(c) Proof of notice of meeting or waiver of notice.
(d) Reading and disposal of any unapproved minutes.
(e) Reports of officers.
(f) Reports of committees (if appropriate).
(g) Election of directors (if appropriate).
(h) Unfinished business.
(i) New business.
(j) Adjournment.

3.8. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.9. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

4.1. Number and Membership in Association. The affairs of the Association shall be managed initially by a board of directors (the "Board of Directors") composed of three directors selected by the Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the number of directors on the Board of Directors shall be increased to four (4). At such time as the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the number of directors on the Board of Directors shall be decreased to three (3). No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 7.02 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person

who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.2. Term of Office. The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Prior to the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining three directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers and shall serve until the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Prior to the conveyance of fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall take office upon the conveyance of fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers and shall serve until the next election upon expiration of the period of Declarant control as provided in Section 7.02 of the Declaration. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.3. Election of Directors. One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.4. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.5. Removal. Prior to the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.6. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.1. Regular Meetings. Until the expiration of Declarant control as described in Section 7.02 of the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of December at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.2. Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.3. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.4. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.5. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

(a) Calling the meeting to order;
(b) Proof of notice of meeting or waiver of notice;
(c) Reading and disposal of any unapproved minutes;
(d) Reports of officers;
(e) Reports of committees (if appropriate);
(f) Election of officers (if appropriate);
(g) Unfinished business;
(h) New business; and
(i) Adjournment.

5.6. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

7.1. Powers and Duties. All of the powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

(a) Adopt budgets for revenues, expenditures, and reserves;

(b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;

(c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;

(d) Grant easements, licenses, and rights-of-way through or over the Common Elements;

(e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

(f) Sue on behalf of all Unit Owners;

(g) Make contracts and incur liabilities;

(h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;

(i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

7.2. Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.1. Officers. The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided, however, that during the period of Declarant control as provided in Section 7.02 of the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.2. Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.3. Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.5. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.7. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) *Vice President.* The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform

such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.8. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.9. Fidelity Bonds. The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII

ARCHITECTURAL REVIEW COMMITTEE

8.1. Creation. There shall be a committee of three (3) Unit Owners that shall be called the "Architectural Review Committee." During the period of Declarant control as provided in Section 7.02 of the Declaration, any person appointed by the Declarant to the Architectural Review Committee shall be deemed to be a "Unit Owner" for purposes of this requirement only. If a Unit is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The Architectural Review Committee shall have all powers, duties, and obligations as may be provided to it in the Declaration, Articles, Bylaws, or any rules and regulations of the Association, and as may be delegated to it by the Board of Directors pursuant to its authority under Article VI.

8.2. Membership and Term of Office. Declarant shall appoint all three of the initial members to serve on the Architectural Review Committee. Such Architectural Review Committee shall take office upon the conveyance by Declarant of the first Unit and shall serve until the Declarant has conveyed fifty percent (50%) of the Units to purchasers. Upon the conveyance of fifty percent of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit Owners other than the Declarant shall elect one member to serve on the Architectural Review Committee and the Declarant shall appoint the remaining two members. Such Architectural Review Committee member shall take office upon the conveyance of fifty percent of the percentage interest in the Common Elements as

determined under Section 7.03 of the Declaration to purchasers and shall serve until the Declarant has conveyed one hundred percent of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers. Not later than forty-five (45) days after the conveyance of one hundred percent of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the Unit Owners shall elect all three (3) members to serve on the Architectural Review Committee. Such members shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each member of the Architectural Review Committee shall take office at the annual meeting of Unit Owners and shall serve for a term of one (1) year or until his or her successor shall be elected.

8.3. Election of Members. One (1) month prior to each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as members of the Architectural Review Committee. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any Architectural Review Committee member may nominate a person to serve as a member. If the number of nominees equals the number of Architectural Review Committee members to be elected, the nominees shall automatically become the new Architectural Review Committee members to take office at the annual meeting. If the number of nominees is fewer than the number of Architectural Review Committee members to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of Architectural Review Committee members to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due prior to the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as members of the Architectural Review Committee and shall take office at the annual meeting.

8.4. Vacancy and Replacement. If the office of any Architectural Review Committee member becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining Architectural Review Committee members at a special meeting of the Architectural Review Committee held for that purpose promptly after the occurrence of such vacancy, even though the Architectural Review Committee members present may constitute less than a quorum, and each person so elected shall be a member of the Architectural Review Committee for the remainder of the term of the member who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, so long as Declarant has the right to appoint any member as described in Section 8.02, only the Declarant shall have the right to replace any Architectural Review Committee member appointed by Declarant.

8.5. Removal. So long as Declarant has the right to appoint any member as described in Section 8.02, only the Declarant shall have the right to remove a member

appointed by Declarant from the Architectural Review Committee. Thereafter, any member may be removed from the Architectural Review Committee, with or without cause, by a majority vote of the Unit Owners.

8.6. Quorum; Decisions of the Architectural Review Committee. Each member of the Architectural Review Committee shall have one (1) vote in all matters before the committee. A presence of a majority of the members of the Architectural Review Committee present in person or represented by proxy shall constitute a quorum for the transaction of business by such committee. If there is not a quorum present at any committee meeting, the members of the committee present shall have the authority to adjourn the meeting as provided in Section 3.05. When there is a quorum at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles, Bylaws, or rules and regulations of the Association, or by express direction of the Board of Directors, in which case such express provision or direction shall apply. Unless otherwise expressly provided in the Declaration, Articles, or Bylaws, the Board of Directors shall have no authority to reverse, modify, override, or abandon any decision of the Architectural Review Committee.

8.7. Notice of Committee Meetings; Quorum. No special meeting of either the Architectural Review Committee may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary of the Association or any member of the Architectural Review Committee to each member of such committee. Such notice shall specify the place, day, hour, and purpose of the meeting. Attendance by any committee member at any meeting of such committee shall be deemed a waiver of such notice.

8.8. Action Without a Meeting. Any action required or permitted to be taken by the Architectural Review Committee or the vote of the members of such committee may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all members of the committee that would have been entitled to vote upon the action at such meeting.

8.9. Compensation. No member of the Architectural Review Committee shall receive any compensation for his or her services as a member of the Architectural Review Committee.

ARTICLE IX

BOOKS AND RECORDS

9.1. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a

Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

9.2. Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE X

BUDGET, ASSESSMENT, AND ANNUAL REPORT

10.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

10.2. Budget. Throughout the period of Declarant control as described in Section 7.02 of the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors prior to the first sale of a Unit by the Declarant. After the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, the Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

1. The reserve funds then in the reserve account;

2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;

3. The estimated remaining useful life of the Common Elements; and

4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

10.3. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under Section 5.01 of the Declaration. On or before the last day of December of each year, the secretary shall

mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

10.4. Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

10.5. Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

10.6. Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list prior to the third Thursday in February.

10.7. Statutory Reserve Account. All funds collected to fund a statutory reserve account as described in section 10.02, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance or for such other purposes as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

ARTICLE XI

USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

ARTICLE XII

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XIII

LIABILITY AND INDEMNITY

13.1. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or

decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan, or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

13.2. Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 13.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction

from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XIII, the Association has purchased or is required under Section 13.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

13.3. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 13.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 13.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

13.4. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she

has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 13.03 that indemnification under Section 13.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

13.5. Partial Indemnification.

(a) If it is determined pursuant to Section 13.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 13.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

13.6. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

13.7. Limited Liability of Directors and Officers.

(a) Except as provided in subsection 13.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 13.02(b).

(b) Except as provided in Section 13.07(c), this Section 13.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes Sections 13.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

13.8. Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

13.9. Nonexclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 13.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

13.10. Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

13.11. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

13.12. Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

ARTICLE XIV

GENERAL PROVISIONS

14.1. Seal. The Association shall not have a corporate seal.

14.2. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

14.3. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XV

AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI of the Declaration, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon

written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

IN WITNESS WHEREOF, the President and Secretary of the Association have caused this instrument to be signed this ____ day of September, 2022.

_____
Dawn M. Reiter, President

_____
Jerry R. Reiter, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of September, 2022, Dawn M. Reiter and Jerry R. Reiter, the President and Secretary, respectively, of Jaeger Estates Condominium Association, Inc., who acknowledged that they signed the above document for the purposes recited therein.

_____
Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This instrument drafted by Michael J. Lawton.

ARTICLES OF INCORPORATION
OF
JAEGER ESTATES CONDOMINIUM ASSOCIATION, INC.

Jaeger Estates Condominium Association, Inc., a nonstock, nonprofit corporation organized under Chapter 181 of the Wisconsin Statutes, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is Jaeger Estates Condominium Association, Inc. (hereinafter referred to as the "Association").

ARTICLE II

PERIOD OF EXISTENCE

The period of existence of the Association is perpetual.

ARTICLE III

PURPOSE

The Association is organized to serve as an association of unit owners (as described in Section 703.15 of the Wisconsin Statutes) for Jaeger Estates Condominium created under Chapter 703 of the Wisconsin Statutes, located in the Village of McFarland, Dane County, Wisconsin, and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by Chapter 181 of the Wisconsin Statutes.

ARTICLE IV

MEMBERS

The Association shall have members. Membership provisions (including the designation of classes, if any, and the method of acceptance of members of each such class) shall be set forth in the Bylaws of the Association (the "Bylaws"). The respective voting rights of the members of the Association shall be as set forth in the Bylaws and that certain Declaration of Condominium for Jaeger Estates Condominium recorded in the office of the Dane County Register of Deeds (the "Declaration").

ARTICLE V

PRINCIPAL OFFICE

The address of the principal office of the Association is 6303 Jaeger Road, McFarland, Dane County, Wisconsin 53558. The principal office is located in Dane County, Wisconsin.

ARTICLE VI

REGISTERED AGENT

The name and address of the initial registered agent of the Association is Dawn M. Reiter, 6303 Jaeger Road, McFarland, Dane County, Wisconsin 53558.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a board of directors. The number of directors constituting the initial board of directors (the "Initial Directors") shall be three (3). Thereafter, the number and manner of election or appointment of directors and their terms of office shall be as provided in the Bylaws. The names and addresses of the Initial Directors are as follows:

Dawn M. Reiter	6303 Jaeger Road, McFarland, Wisconsin 53558
Jerry R. Reiter	6303 Jaeger Road, McFarland, Wisconsin 53558

ARTICLE VIII

ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING

Any action required or permitted by these Articles or the Bylaws to be taken by the board of directors of the Association may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE IX

INCORPORATOR

The name and address of the incorporator is:

Dawn Reiter
6303 Jaeger Road, McFarland, WI 53558

ARTICLE X

AMENDMENT OF ARTICLES AND BYLAWS

Any amendment to these Articles of Incorporation or the Bylaws that alters or abrogates the rights of the Declarant (as defined in the Declaration) or the Declarant's successors or assigns shall be null, void, and of no force or effect unless it is approved in writing by the Declarant. This Article X may not be amended or deleted without the approval in writing of the Declarant.

Dated at McFarland, Wisconsin, this _____ day of September, 2022.

_____
Dawn M. Reiter, Incorporator

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

On this ____ day of September, 2022, Dawn M. Reiter to me personally known and being first sworn, acknowledged that he signed the above document for the purposes recited therein.

_____
Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This document drafted by and should be returned to:
Michael J. Lawton
PO Box 927
Madison, WI 53701-0927

C&ED Staff Review Notes for 6303 Jaeger Road PD-I General Implementation Plan, 11.15.22 Plan Commission Meeting

differing uses.

(Code 1998, § 13-1-44; Ord. No. 2003-03, § 1(13-1-44), 3-24-2003; Ord. No. 2018-02 , § 4, 1-23-2018)

Sec. 62-66. - PD-I Planned Development Infill District.

(a) *Intent.* The PD-I District is referred to as an "infill" zoning regulation because it is intended to be used in situations where new development or redevelopment is proposed within an already developed area or neighborhood. Mixed use may be allowed to the extent that no land use conflicts will result. It is a basic public expectation that landowners requesting the use of the PD-I District will develop design, building architecture, landscape design and construction materials. The extent of variation or exception that will be recommended by the Village Plan Commission with final approval by the Village Board in accordance with the standards specified in Subsection (d)(1) of this Section will be dependent on how well the above stated expectations are expressed in the proposed development plan.

(b) *Application procedures.* The procedures and requirements for applying for a PD-I zoning change are the same as those for the basic PD rezoning request. The procedures call for a two-step submittal with approval of a General Implementation Plan (GIP) and the subsequent submittal of a Detailed Implementation Plan (DIP). The application procedure is stated in Section 62-67.

(c) *PD-I zoning lot.* The minimum zoning lot, for purpose of a PD-I submittal, shall include all abutting or adjacent parcels owned or otherwise controlled by the applicant for the PD-I zoning. The zoning lot may include more than one parcel and more than one owner. For purposes of applying the criteria and standards for PD-I zoning, the total area of the zoning lot shall be considered as one parcel regardless of the number of parcel Subdivisions that may exist.

(d) *Standards and criteria for approval of a PD-I.* In addition to the general requirements for approval listed in Section 62-67, the following standards and criteria shall be used by the Village Plan Commission and Village Board when acting on a rezoning application in PD-I:

(1) Maximum impervious surface ratio:

a. Five-tenths residential.

b. Seven-tenths nonresidential and mixed use.

Based on the information provided in the General Implementation Plan this standards will likely be met but recommend revise the plan to provide greater detail

(2) Maximum floor area ratio: 0.70.

(3) Minimum required usable open space per dwelling unit: 100 SF/DU.

(e) *Additional standards.* Items 1, 2, 7 and 8 to be addressed within the Detailed Implementation Plan.

(1) Screening and requirements for buffer yards shall be included as part of plan reviews. Such screening shall shield neighboring properties from any adverse external effects of the proposed developments. Screening and buffer yards shall also be used to shield the proposed development from the negative impacts of adjacent uses, such as streets, industrial uses, etc. Special emphasis shall be placed on screening the intrusion of automobile headlights on neighboring properties from parking areas and driveways.

(2) Pedestrian circulation should be carefully planned so as to prevent pedestrian use of vehicular ways and parking spaces. In all cases, pedestrian access shall be provided to public walkways.

(3) The usable open space required for residential development projects and mixed use residential projects shall be designed for use of each individual dwelling unit or shall be located and designed to be of utility to every dwelling unit proposed. This required usable open space shall be designed to maximum privacy and usability to the residence.

No dumpsters anticipated for scale of development

(4) Special emphasis shall be placed on trash collection points. Trash containers shall be screened and so designed so as to be conveniently accessible to their users and collectors.

NA (5) Within the PD-I District, mixed land uses may be proposed. However, they must be found to be compatible

based on the site and building design proposed. Compatibility will also be judged on the basis of how well the proposed project fits within the context of the neighborhood and abutting properties. The basic intent of this Chapter and Village Comprehensive Plan must be adhered to.

Refer to Sec. 7.05 Jaeger Declaration

(6) Snow removal areas and procedures must be described in the plans.

(7) All site lighting shall be controlled so as not to extend a direct light source onto abutting properties. Cutoff type luminaries shall be used and all lighting sheds shall be indicated in the plans.

(8) The physical attributes of the site shall be respected with particular concern for preservation of natural features, tree growth and open space.

(f) *Exceptions to standards.* Exceptions to these standards may be recommended by the Village Plan Commission, subject to final approval given by the Village Board.

(Code 1998, § 13-1-45; Ord. No. 2003-03, § 1(13-1-45), 3-24-2003)

Sec. 62-67. - PD Planned Development District.

(a) *General requirements.*

(1) *Use regulations.* The uses allowable in this district are the uses approved as part of the general or detailed plan for particular sites that are placed in the Planned Development District.

(2) *Density and dimensional regulations.* This Section sets no prescribed density or dimensional regulations in the Planned Development District.

(3) *Off-street parking and loading.* There shall be no prescribed requirements for off-street parking and loading in the Planned Development District. However, in the review and approval of any general or detailed plan in a Planned Development District, due consideration shall be given to Subdivision IV of this Division of regulations and requirements for off-street parking and loading facilities for uses similar to those proposed in such plan.

(4) *Standards.* The following standards shall apply in the review of all general or detailed plans proposed for the Planned Development District:

Items d, e, h to be addressed within the Detailed Implementation Plan.

a. The uses proposed in the planned development shall be in general conformance with the Village Comprehensive Plan.

b. The establishment, maintenance or operation of the uses proposed in the planned development shall not substantially impair or diminish the use, value and enjoyment of other properties within the neighborhood.

c. Traffic circulation into and within the development shall be designed to minimize traffic congestion and traffic hazards, provide for the accessibility of all uses and buildings and also provide for the safe and convenient movement of both vehicles and pedestrians.

d. The planned development shall incorporate environmental design considerations, including the preservation of topography, trees and ground cover, streams and natural bodies of waters, and other significant natural features and control of erosion and runoff in accord with the Village Erosion Control and Stormwater Management Ordinances.

e. The planned development shall provide for convenient and harmonious groups of buildings, structures and uses; and buildings shall be spaced and sited to ensure adequate safety, light, ventilation and privacy.

f. The following provisions shall apply:

1. In a planned development for residential use, adequate open space and recreational areas shall be provided in appropriate locations, and all public and common open spaces shall be designed and located to provide safe and convenient access to residents.

Location is not designated as a future park site in the Village's Comprehensive Plan, recommend Fees in Lieu of Land Dedication for Units 2 and 3

2. Planned Development District housing impacts on community resources in the same manner as other are characterized by division of land into lots. In particular, the additional population density places de and recreation areas. Accordingly, each dwelling unit newly established shall be required to dedicate la of land, in accordance with the procedures set forth in Section 62-64.

g. The planned development will not adversely affect the ability of public agencies to provide school or other municipal services.

h. The width of street rights-of-way, width of paving, width and location of street or other paving, outdoor lighting, location of sewer and water lines, provision for stormwater drainage or other similar environmental engineering considerations shall be based on a determination of the appropriate standards necessary to implement the specific function in the specific situation; provided, however, that in no case shall standards be less than those necessary to ensure the public safety and welfare as determined by the Village.

i. The proponents of a Planned Development District application shall provide evidence satisfactory to the Village Board of its economic feasibility of available adequate financing and that it would not adversely affect the economic prosperity of the Village or the values of surrounding properties.

j. The proponents of a Planned Development District shall submit a reasonable schedule for the implementation of the development to the satisfaction of the Village Board, including suitable provisions for assurance that each phase could be brought to completion in a manner that would not result in an adverse effect upon the community as a result of termination at that point.

NA to PD-I

(5) *Minimum area.* A Planned Development District shall not be less than three acres of contiguous land under the same ownership. This Subsection shall not be interpreted to prohibit the post-development sale of all or part of an approved PD subject to the provision of this Section and all applicable statutes and Subdivision regulations.

Refer to associated Jaeger Estates a Condominium Plat

(6) *Subdivision review.* The applicable Subdivision review under Chapter 56 shall be carried out as an integral part of the review of a Planned Development District. The plan required must be submitted in a form that substantially satisfies requirements of the Subdivision regulations for the Preliminary and Final Plat approvals. Subdivision application may be submitted for the whole, a part, or parts of the overall planned development as indicated by phases in the detailed plan for staged development.

(b) *Procedure for establishment of Planned Development Districts.* The provisions set forth in Division 4 of this Article shall apply for the establishment of any Planned Development District, provided the amendatory ordinance shall be considered only in conjunction with a general or detailed plan.

(c) *Preapplication procedures.* Applicants are encouraged to seek preapplication, conceptual review of proposed plans by the Plan Commission. The Plan Commission is under no obligation to give a response to such submittals at the same meeting as they are presented. The Plan Commission is entitled to seek outside assistance and sources of critique. No responses by the Plan Commission or by individual Plan Commissioners shall bind the Plan Commission or the Village unless the response is on behalf of the Plan Commission, is in writing and is expressed as a binding response.

(d) *Approval of general or detailed plan and adoption of zoning ordinance amendment.* In the event that the Village Board approves a general (or detailed) plan and adopts a zoning amendment creating a Planned Development District in connection with such general (or detailed) plan, the requirements of the plan shall constitute the zoning regulations for the district and the zoning district maps shall be amended to show all lands included in such general (or detailed) plan as within the Planned Development District. In the approval of any general (or detailed) plan, the Village Board may stipulate any conditions or restrictions in the establishment, maintenance and operation of any

uses proposed in such plan and may also require any guarantees, including the filing of a contract together with a surety, satisfactory in form to the Village Attorney and satisfactory in amount to the Village Engineer, with the Village to ensure that improvements will be installed and completed as proposed in the plan.

(e) *Recording of approved general or detailed plans and zoning ordinance amendments.* Whenever the Village Board designates land as being within a Planned Development District, the Village Attorney shall record in the Office of the Register of Deeds of Dane County a facsimile copy of the approved general (or detailed) plan, together with a certified copy of the related zoning ordinance amendment and any other action taken thereon by the Village Board. The cost for preparing a facsimile copy of the general (or detailed) plan in recordable form and the recording fee shall be paid by the owners of the lands included in the general (or detailed) plan.

(f) *Changes or modifications to general or detailed plans and zoning ordinance amendments.* Any approved general or detailed plan, together with the related zoning ordinance amendment, may be amended in whole or in part pursuant to the same procedure and subject to the same limitations by which general or detailed plans were approved and the zoning ordinance amended. However, minor modifications may be made by any general or detailed plan upon approval of the Village Plan Commission provided that such modifications shall be in general conformity with the approved general or detailed plan and shall not substantially change the concept of such approved plan. All approved minor modifications shall become a part of the approved general or detailed plan and shall be recorded as provided in Subsection (e) of this Section. The Plan Commission shall decide whether a proposed amendment is minor or major, with appeals made to the Village Board.

(g) *Construction of building and establishment of uses.* No zoning or building permit shall be issued until the detailed plan and the related zoning ordinance amendment have been recorded as required above. Within one year of the date of recording of any detailed plan and the zoning ordinance, construction thereon must begin; and construction must be substantially completed throughout the project within three years of such date of recording, unless extensions are granted by the Village Board. If initial construction has not begun within one year of the date of recording or within the prescribed time period granted as an extension by the Village Board, the approval of the detailed plan and the related zoning ordinance amendment shall become null and void, and the zoning shall revert to the classification that applied prior to the approval of the PDD zoning. No occupancy of dwelling units shall occur until all public works that have been scheduled to be completed before occupancy are completed to the satisfaction of the Village.

(h) *Procedure for establishment of the Planned Development District—General plan for staged development.*

(1) *Submittal of general plan.* The general plan shall contain any information and representations deemed necessary by the Plan Commission and shall consist of a statement entitled "Planned Development District—General Plan, Statement of Owner's Intent and Description of Development," which shall include, without limitation, the following:

a. A legal description describing all of the tract of land included in the proposed development.

b. A statement indicating the nature of the applicant's interest in the land included in the proposed development.

c. A statement describing the proposed development, including the character, method and operation of the development and a development schedule or timetable for construction.

d. A statement as to the following data or graphic information referenced to a map or plan of the proposed development:

1. The location and size of the site including dimensioned exterior boundaries, topography and other salient features, and existing buildings and structures, and also adjacent properties and streets, including all public utilities and public easements.

2. The use and approximate location and bulk of buildings and structures, including number of stories and dimensions of buildings.

Applicant stated intent to follow the minimum bulk requirements of the R-1 District as applied to structures on ownership Units 1-3. General building envelopes for future structures on Units 2 and 3 could be added to the General Plan

3. The approximate location of vehicular and pedestrian facilities, such as streets, sidewalks and off-stree approximate number of parking spaces.
4. The approximate location of areas for public or common open spaces and for other public or semipublic uses. NA, no public parks or uses proposed.
5. A tabulation of land areas for the different types of uses in relation to the total area. 100% Single Family Residential
6. A tabulation of the gross floor areas of buildings by types of uses. 1,500-4,000 square feet or residential homes
7. A tabulation of the number of types of dwelling units. 3 Single Family Dwellings

(2) *Review of general plan.* The Plan Commission shall review the general plan and determine whether it complies with the standards set forth in Subsection (h)(1) of this Section. Following the review of the general plan, the Plan Commission shall forward the petition to the Village Board, together with a recommendation that the general plan be either approved as submitted, or approved with modifications or disapproved.

(3) *Approval of general plan.*

a. In the event that the Village Board approves the general plan and adopts the related zoning ordinance amendment, the zoning district maps shall be amended to include all of the lands within the general plan as within the Planned Development District (general plan approved). However, no building construction shall be permitted in any portion of the approved general plan until a detailed plan prepared in accordance with the requirements hereunder has been approved by the Village as provided below.

b. In the event the Village Board fails to approve the general plan and ordinance, the Village Board shall communicate its objections back to the Plan Commission for reconsideration and further discussions.

(i) *Procedure for establishment of the Planned Development District—Detailed plan for staged development.*

(1) *Submittal of plan.* Within one year after the recording of the general plan and the copy of the related zoning ordinance amendment, a detailed plan for at least one stage of the general plan shall be filed with the Village Clerk-Treasurer, unless an extension is granted by such Village Board. The detailed plan shall contain any information and representation deemed necessary by the Plan Commission and shall consist of a statement entitled, "Planned Development District—Detailed Plan, Statement of Owner's Intent and Description of Development," which shall include without limitations, the following:

a. A legal description describing all of the tract of land included in the proposed development, referenced to a locational map indicating the relationship of the tract to the total general plan.

b. A statement indicating the nature of the applicant's interest in the land included in the proposed development.

c. A statement describing the proposed development, including the character, method and operation of the development, and a development schedule or timetable for construction. Where the formation of organizations such as a homeowners' association is proposed, such statement shall include any agreements, bylaws or covenants which govern the organizational structure, use, maintenance and protection of the development and any of its common services, common open spaces or other common facilities.

d. A statement as to the following date or graphic information referenced to a map of the proposed development:

1. The location and size of the site, including dimensioned exterior boundaries, topography and other salient features, and existing buildings and structures, and also adjacent properties and streets.
2. The use and location of all buildings or structures, including the architectural character and design of each building, the number of stories and dimensions of each building, and the dimensioned yards between buildings or structures and lot lines.
3. The location of vehicular and pedestrian facilities, including dimensioned streets, walkways, access

driveways, off-street parking spaces and loading berths, and refuse receptacle areas.

4. The location and size of areas for public or common open spaces and for other public and semi-public uses.
5. A grading plan, including any storm sewer system, a landscaping plan, and an erosion control plan.
6. A sanitary sewer and water distribution system plan.
7. A tabulation of land areas for the different uses in relation to the total tract area.
8. A tabulation indicating the number of buildings and the use and the total gross floor area for each building.
9. A tabulation indicating the number and types of dwelling units in each building.

(2) *Review of the detailed plan.*

a. The Plan Commission shall review the detailed plan as a conditional use review and shall determine whether the plan complies with the standards set forth in Subsection (h)(1) of this Section and is in general conformance with the approved general plan. Following Plan Commission approval of a detailed plan, the Village Attorney shall record in the Office of the Register of Deeds of Dane County a facsimile copy of the approved detailed plan and a certified copy of the Plan Commission action approving the same. The costs for copies and recording shall be paid by the owners of land within the plan areas.

b. The action of the Plan Commission on the proposed detailed plan shall be appealable to the Village Board. The Village Board shall consult with the Plan Commission before making its appeal decision, but in no case shall a detailed plan be approved that is out of conformity with a general plan approved.

(3) *Approval of detailed plan.* Once the detailed plan is approved, the zoning district maps shall be amended to include all of the lands within the detailed plan as Planned Development District—detailed plan approved.

(j) *Planned Development District—Single-stage procedure.* Upon request by applicants and subject to Village Board concurrence, the general and detailed stages of plan review and approval can be combined. Under this option, the plan is submitted in detailed form and is processed as is a general plan.

(Code 1998, § 13-1-46; Ord. No. 2003-03, § 1(13-1-46), 3-24-2003; Ord. No. 2017-13 , § 29, 7-24-2017)

Sec. 62-68. - Statement of purpose.

The district regulations are intended to govern the location intensity and method of development. The regulations of each district are designed to provide protection to the character of existing development while allowing new growth in accordance with specific development standards and objectives. Public utility services are required as a prerequisite to development in all districts within the Village.

(a) *A1 Agriculture-Transition District.* The purpose of the Agriculture-Transition District is to preserve in agricultural and related open space uses those lands generally located in proximity to developed areas within the Village where urban expansion is likely and in keeping with long-term plans for development. It is intended that urban development be deferred in such areas until the appropriate authorities determine that it is economically and financially feasible to provide public services and facilities. It is also intended that the status of all areas in this district be reviewed by the appropriate authorities periodically in order to determine whether, in light of current land development trends, there should be a transfer of all or any part of those areas to some other appropriate use district. Any such review will consider local and regional land use plans. Existing homes are grandfathered as are existing house lots. No new house lots can be created without rezoning.

(b) *CO Conservancy District.* The Conservancy District is established to preserve and perpetuate in an open and natural state certain areas such as lakeshores and waterways, wetlands and marshes, floodplains and stream

824385

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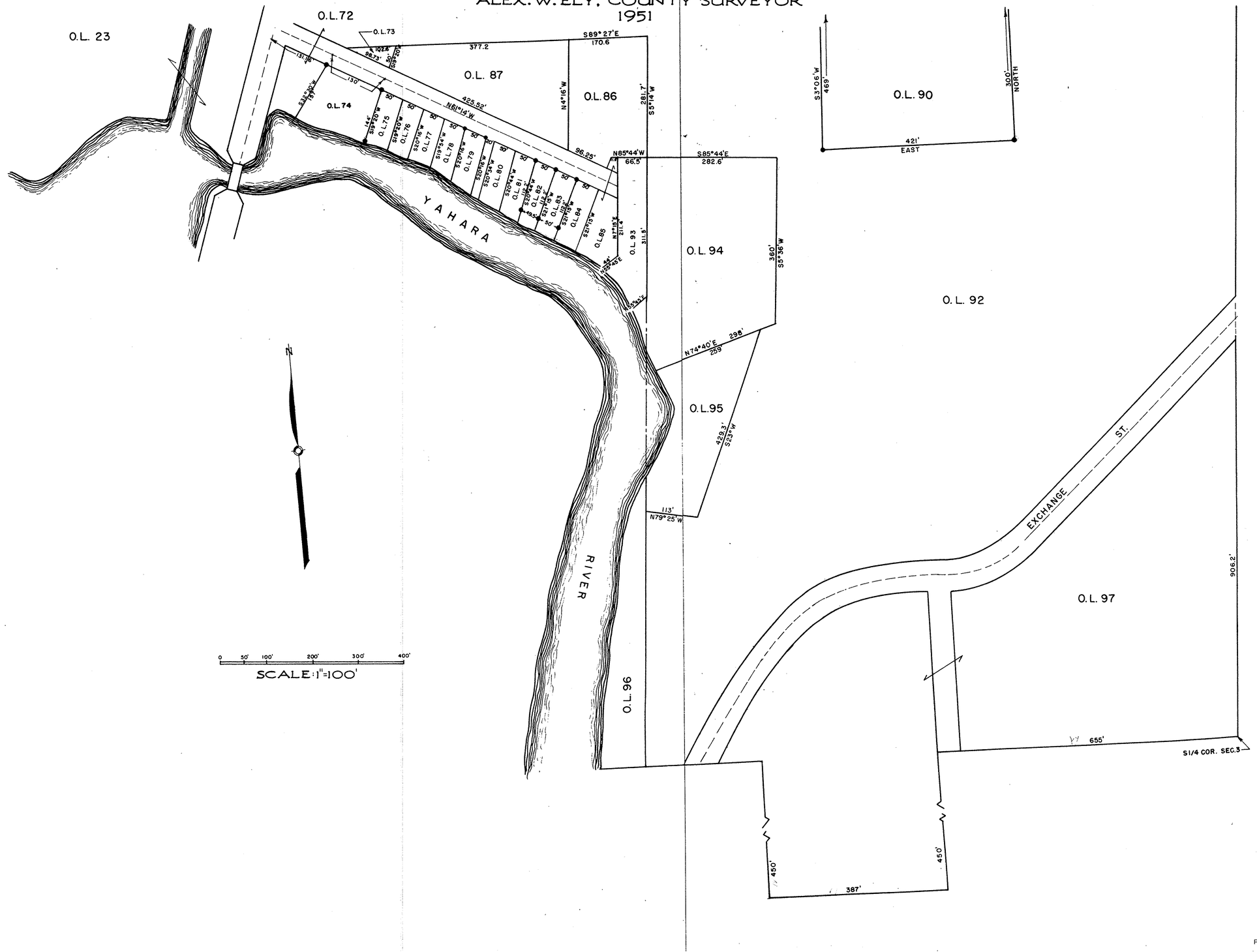
ASSESSOR'S PLAT OF THE VILLAGE OF McFARLAND

ALEX. W. ELY, COUNTY SURVEYOR

1951

SHEET NO. 4 OF 12 SHEETS



INDIAN MOUND PARK

LOCATED IN THE SW 1/4 OF SECTION 3, T6N, R10E, VILLAGE OF McFARLAND, DANE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE AND DESCRIPTION

I, Robert G. Bruce, registered land surveyor, do hereby certify, that in full compliance with the provisions of Chapter 236 of the Wisconsin statutes and the subdivision regulations of the Village of McFarland, and by the order of and under the direction of the owners listed below, I have surveyed, divided and mapped a plat entitled Indian Mound Park and that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed. Indian Mound Park is more particularly described as follows: a parcel of land located in the NE¼ and the NW¼ of the SW¼ of Section 3, T6N, R10E, also known as a part of Outlots 86, 87 and 92 of the Assessor's Plat, Village of McFarland, Dane County, Wisconsin to-wit:

Commencing at the west ¼ corner of said Section 3, thence N88°50'18"E, 1288.01 feet; thence S00°30'14"E, 336.49 feet to the point of beginning; thence N86°54'55"E, 267.28 feet; thence N88°04'13"E, 110.13 feet; thence S05°35'47"W, 458.36 feet; thence S89°54'23"E, 273.47 feet; thence S02°30'29"E, 361.17 feet; thence S17°04'37"W, 12.30 feet; thence S89°54'23"E, 153.64 feet; thence N00°30'14"W, 636.54 feet to the point of beginning. Containing 7.820 acres.

Dated this 17th day of November, 1975
REVISED 1/8/76

Robert G. Bruce
Robert G. Bruce, Registered Land Surveyor, S-900

OWNER'S CERTIFICATE

As owners we hereby certify that we caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. We also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

The Village Board of the Village of McFarland
The Director, Regional Planning & Community Assistance
Department of Local Affairs and Development
Dane County Agricultural, Zoning, Planning and Water Resources Committee

WITNESS the hand and seal of said owners this 3rd day of May, 1976.

In presence of:
Robert J. DeBraal
Arthur W. Wellman

Richard T. Gannon
Harry V. Hill
Harry W. Severance
Milford Newman

STATE OF WISCONSIN } SS
COUNTY OF DANE }

Personally came before me this 3rd day of May 1976 the above named owners to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Dane County, Wisconsin
My commission expires 9-18-78

CORPORATE MORTGAGEE'S CONSENT

PROVIDENT SAVINGS & LOAN ASSOCIATION, a corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of owners listed.

IN WITNESS WHEREOF, the said PROVIDENT SAVINGS & LOAN ASSOCIATION has caused these presents to be signed by Arthur W. Wellman, its President, and counterseigned by Robert J. DeBraal, its Secretary, at Madison, Wisconsin, and its corporate seal to be hereunto affixed this 3rd day of May, 1976.

In the presence of:

PROVIDENT SAVINGS & LOAN ASSOCIATION
Arthur W. Wellman, President
Robert J. DeBraal, Secretary

STATE OF WISCONSIN } SS
COUNTY OF DANE }

Personally came before me this 3rd day of May 1976, Arthur W. Wellman, President, and Robert J. DeBraal, Secretary of the said corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public, Dane County, Wisconsin
My commission expires is permanent

STATE OF WISCONSIN } SS
COUNTY OF DANE }

I, Ann L. Davis, being the duly elected, qualified and acting Village Treasurer of the Village of McFarland, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of the 21st day of May, 1976, affecting the land included in the plat entitled INDIAN MOUND PARK.

Ann L. Davis, Village Treasurer
Village of McFarland

STATE OF WISCONSIN } SS
COUNTY OF DANE }

I, Martin Gunnulson, being the duly elected, qualified and acting Treasurer of the County, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid special assessments as of the 3rd day of May, 1976, affecting the land included in the plat entitled INDIAN MOUND PARK.

Martin Gunnulson, County Treasurer
Dane County, Wisconsin

"Resolved that a plat known as INDIAN MOUND PARK, which has been duly filed for approval of the Village Board of the Village of McFarland Dane County, Wisconsin, be and the same is hereby approved as required by Chapter 236, Wisconsin, 1971."

I hereby certify that the above is a true and correct copy of a resolution adopted by the Village Board of the Village of McFarland on this 8th day of January, 1976.

Ann L. Davis, Village Clerk
Village of McFarland

Received for record this 3rd day of May, 1976, at 2:45 o'clock p.m. and recorded in Volume 43 of plats on page 50.

Harold K. Hill, Register of Deeds
Dane County, Wisconsin

LEGEND:

○ Denotes 1¼"x30" solid, round, iron stakes, minimum weight 4.3 lbs/ft.
● Denotes found property corners. Same as all other lot corners are marked by 3/4"x24" solid round iron stakes, minimum weight 1.5 lbs/ft.

Distances, lengths and widths are measured to the nearest one hundredth of a foot.

Distances shown along curves are chord lengths.

Utility Easements

This instrument was drafted by Robert G. Bruce

1 INCH = 60 FEET

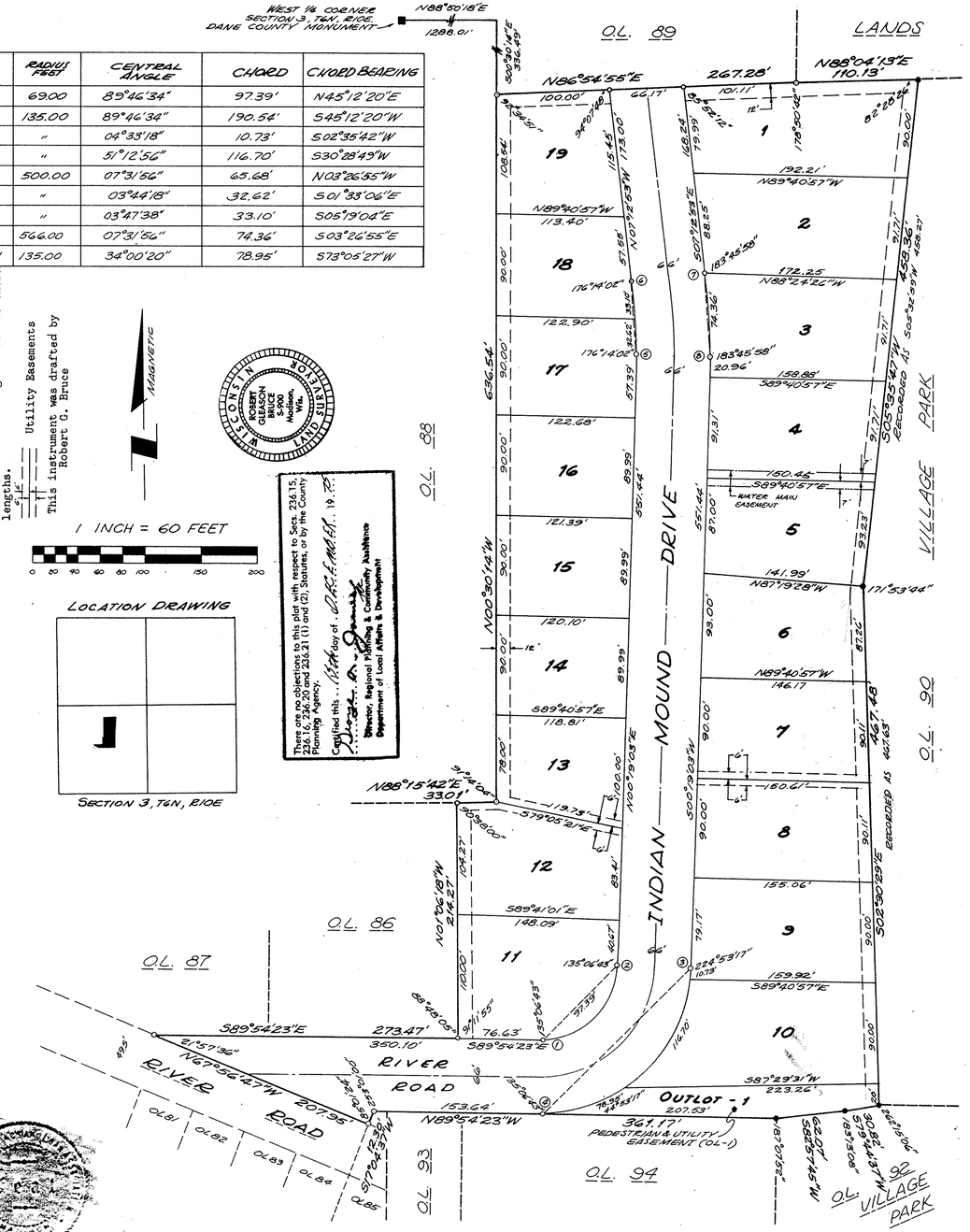
LOCATION DRAWING

SECTION 3, T6N, R10E

WEST ¼ CORNER SECTION 3, T6N, R10E DANE COUNTY MONUMENT

N88°50'18"E 1288.01'

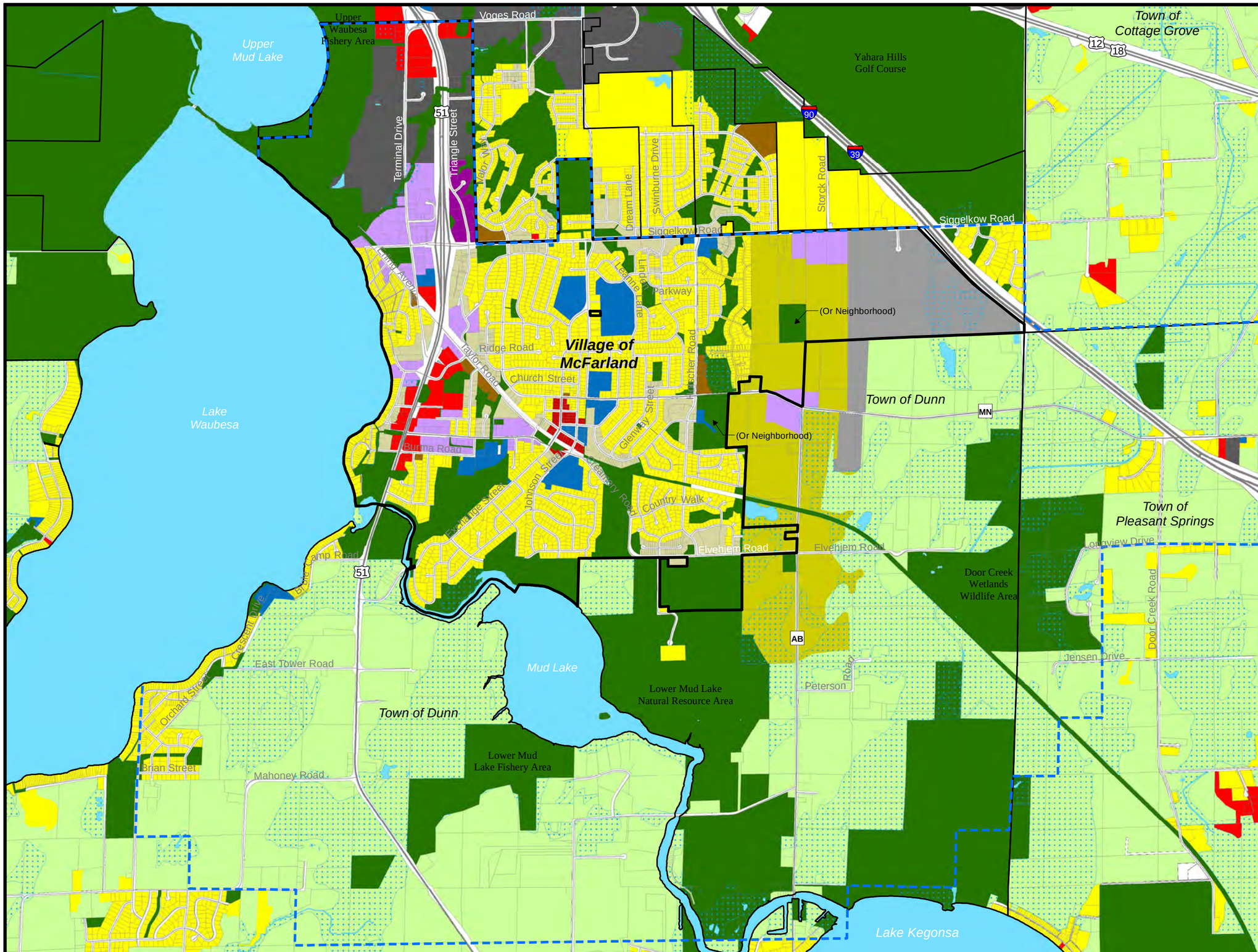
CURVE	LOT	RADIUS FEET	CENTRAL ANGLE	CHORD	CHORD BEARING
1-2	11	690.00	89°46'34"	97.39'	N45°12'20"E
3-4		135.00	89°46'34"	190.54'	S45°12'20"W
	9	"	04°33'18"	10.73'	S02°35'42"W
	10	"	51°12'56"	116.70'	S30°28'49"W
5-6		500.00	07°31'56"	65.68'	N03°26'55"W
	17	"	03°44'18"	32.62'	S01°33'06"E
	18	"	03°47'38"	33.10'	S05°19'04"E
7-8	3	566.00	07°31'56"	74.36'	S03°26'55"E
	OUTLOT-1	135.00	34°00'20"	78.95'	S73°05'27"W



There are no objections to this plat with respect to Secs. 236.15 and 236.20(2)(a), 236.21 (1) and (2), Statutes, or by the County Planning Agency.

Certified this 17th day of May, 1976

Director, Regional Planning & Community Assistance
Department of Local Affairs & Development



MAP 6

FUTURE LAND USE

Village of McFarland

COMPREHENSIVE PLAN

Legend

Future Land Use

- Single Family Residential
- Two Family and Townhouse Residential
- Multiple Family Residential
- Neighborhood
- Downtown
- Highway and General Commercial
- Commercial Park
- Industrial
- Mixed Use/Flex Commercial
- Institutional and Governmental
- Public Lands, Recreation, and Environmental Corridor
- DNR Wetlands and Potential Wetland Indicators over Undeveloped Lands
- Agricultural Preservation
- Urban Reserve
- Water
- Rights-of-Way

- Village of McFarland Extraterritorial Jurisdiction Boundary
- Village of McFarland Limits (8/18)
- Other Municipal Limits (2018)

Shapes on this map represent the Village's vision for future land use within the Village and its extraterritorial jurisdiction. For such lands, this map is not intended to represent existing land use or zoning, or to compel property owners to change the use of their land. For example, owners of agricultural or other rural land may maintain their current land use. Actual boundaries between different future use categories and implementing zoning districts may vary somewhat from representations on this map. This map also identifies the City's Marsh Road Neighborhood Plan west of the Interstate and north of Siggelkow Road, and existing land use elsewhere beyond the Village's extraterritorial jurisdiction.

0 500 1,000 2,000
Feet

Date: May 2019

Data Sources: Village of McFarland, Dane County LIO, WDNR, and CARPC

N W E S

Path: S:\MAD\3600--3699\3688\007\Data\GIS\Figures\Map 6 Future Land Use 11x17.mxd User: Danc Date: 5/6/2019 Time: 4:02:37 PM

Figure 4-1: Future Land Use Categories and Policies

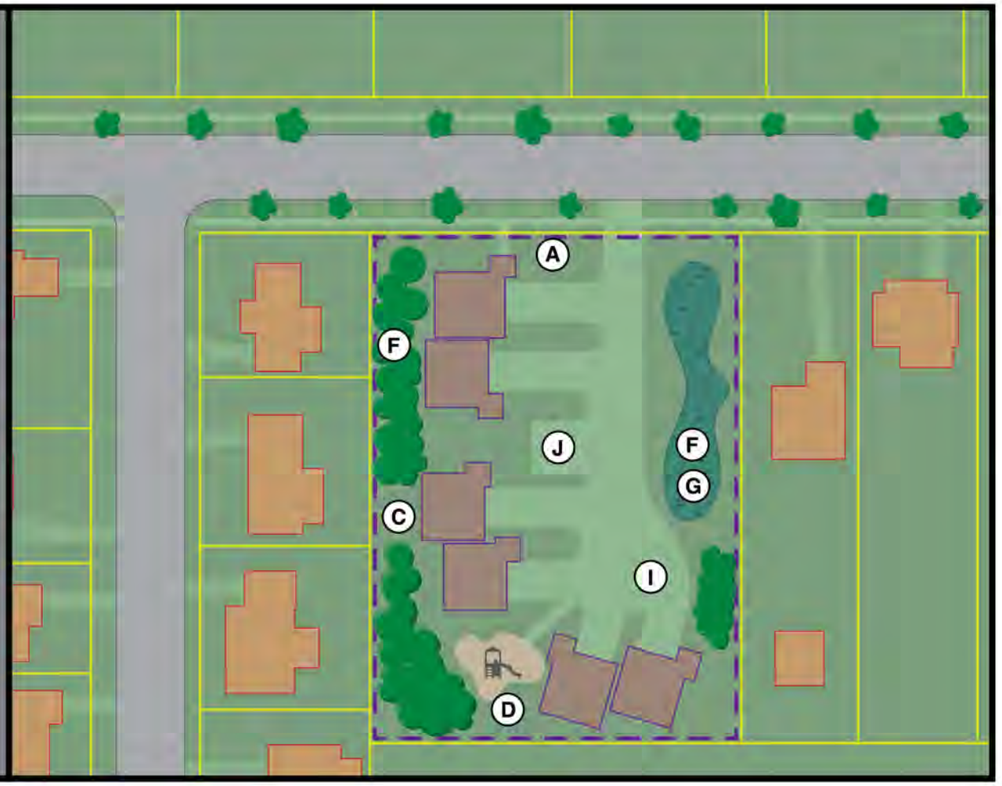
Future Land Use Category	General Description of Land Uses Allowed	Typical Implementing Zoning Districts	Development Policies (see also Village zoning, subdivision, stormwater management, and other ordinances)
Single Family Residential	Predominantly single family detached homes, generally in "subdivision" settings. May include limited two family residences where compatible with a predominantly single family environment. Within the Village, all such areas will be served by public sanitary sewer and water systems.	Within Village, R-1, R-1A, and R-1B Residence Districts and R-2 Single- and Two-Family Residence (more limited) CO Conservancy (for parks, stormwater, and other open areas)	1. Prepare or require a neighborhood plan/concept development plan in advance of each subdivision proposal. 2. Promote interconnection in road and trail networks; minimize long cul-de-sacs and dead-end streets. 3. Require submittal of stormwater management and erosion control plans for new developments. 4. Encourage conservation neighborhood design, including allowing smaller lots and preservation of large open space corridors, in areas with soil limitations and natural resource amenities. 5. Where smaller lots are permitted, pay careful attention to home quality, variety, design, setbacks, and garage placement through zoning, covenants, and development agreements. 6. Pursue residential infill opportunities where feasible, applying standards and approaches in Figure 4-2.
Two Family and Townhouse Residential	Duplexes and two-flats, townhouses, single family residences, home occupations, and small-scale institutional and recreational uses, all served by public sanitary sewer and water systems.	R-2 Single- and Two-Family Residence R-E Elderly Residence PD, PD-I Planned Development	1. Disperse two family and townhouse residential uses through the Village, rather than repeating blocks of this type of future land use in just a few areas. 2. Encourage design of two family houses and townhouses to relate to public streets and integrate with the fabric of the surrounding neighborhood, rather than being designed as isolated enclaves or with garage-door dominance. 3. Hold new two family houses and townhomes to similar standards for quality and livability expected of single family housing. These standards include high-quality building materials, architectural variation and interest, durable and lasting finish materials (inside and out), and garage parking. 4. Work with County, State, and local lenders to assist with rehabilitation of older duplexes in the Village. 5. Pursue residential infill opportunities where feasible, applying standards and approaches in Figure 4-2.
Multiple Family Residential	A range of housing types, including multiple family residences (e.g., condominiums, apartments, multiplexes), including independent elderly housing. May also include single family residences. Served by public sanitary sewer and water systems.	R-3 General Residence R-E Elderly Residence PD, PD-I Planned Development	1. Disperse higher-density residential uses through the Village, rather than high concentrations in a few areas. 2. Encourage design of multiple family developments to relate to public streets and integrate with the fabric of the surrounding neighborhood, rather than being designed as isolated enclaves or with large parking lot dominance. 3. Hold new multiple family housing to similar standards for quality and livability expected of single family housing. These standards include high-quality building materials, architectural variation and interest, durable and lasting finish materials (inside and out), garage or underbuilding parking, and responsible management. 4. Monitor areas of aging multiple family housing so that they are community assets. Work with owners and property managers to address problems, and direct them to County and State programs and local lenders. 5. Pursue residential infill opportunities where feasible, applying standards and approaches in Figure 4-2.

Figure 4-2

Infill and Redevelopment Standards in Residential and Waterfront Settings

Village of McFarland

NEIGHBORHOOD INFILL EXAMPLE



WATERFRONT REDEVELOPMENT EXAMPLE

WHAT DESIGN PRINCIPLES ARE IMPORTANT?

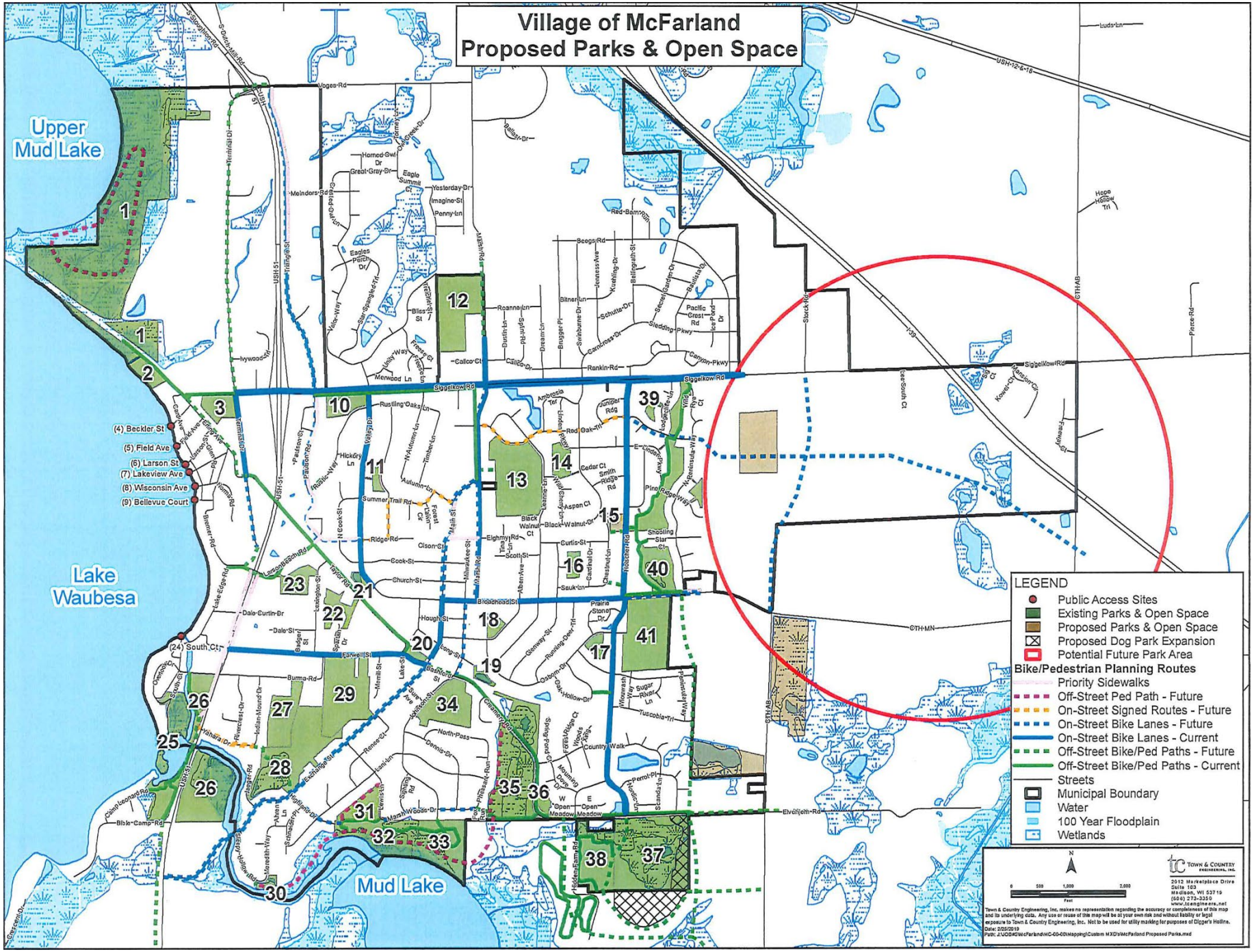
- **(A) Maintain compatible setbacks.** Extra-shallow or deep setbacks interrupt neighborhood form and place incompatible activities next to each other.
- **(B) Use scale transitions.** Site taller and bulkier aspects away from adjacent single family homes, tapering down close to residential lot lines. Consider solar access.
- **(C) Back-to-back is best.** Abut back yard of the project to back yards of existing residential uses where possible.
- **(D) Provide gathering and focal points.** This may mean better waterfront access, recreational facilities, places of respite, or art.
- **(E) Manage uses.** Uses that require drive-through lanes, outdoor storage, and bright lights are not the best residential or waterfront neighbors.
- **(F) Keep it green.** Continue and establish landscaped buffers, including natural shoreline restoration. Use walls and fences only where necessary.
- **(G) Use stormwater as a design feature.** Practice progressive storm water management that improves water quality. Design stormwater features as an aesthetic and "natural" element.
- **(H) Limit driveway access.** Direct commercial driveways away from residential streets and to intersections.
- **(I) On-site circulation.** Avoid parking and circulation patterns that result in headlights pointing towards residential windows. Otherwise, use berms, all-season landscaping, or fencing.
- **(J) Hide parking.** Underbuilding, garage, and side yard/rear parking should be the norm in redevelopment projects. Avoid large waterfront parking lots.
- **(K) Details matter.** Carefully site and screen mechanicals, loading areas, dumpsters, lighting, and signage. Direct to yards away from residential neighbors where possible.
- **(L) Consider non-physical solutions.** Explore opportunities to limit hours of operation, deliveries, or other bothersome activities, including time-of-day considerations.

WHY INFILL?

- Utilizes existing roads, utilities, and services.
- Renews obsolete, run-down, and vacant sites.
- Limits conversion of farmland and natural areas elsewhere.
- Increases property tax revenue and re-circulates dollars.
- Diversifies living options for empty-nesters, seniors, young professionals, and workforce.
- Increases shopping, dining, and recreational options.

WHAT STEPS SHOULD "REDEVELOPERS" FOLLOW?

1. **Initial Consultation.** Talk with Community Development Department staff to identify opportunities and pitfalls.
2. **Consistency Evaluation.** Refer to Map 6: Future Land Use and plans for areas like the downtown and Terminal and Triangle Drives. Determine whether a Village plan or ordinance amendment will be required.
3. **Land Control.** Secure option on property. Pursue an extended option period (e.g., 120-180 days) to allow approvals before acquisition is finalized.
4. **Concept Plan Development.** Prepare conceptual site and building plans with initial engineering and stormwater review.
5. **Village Concept Plan Review.** Submit for Village staff and Plan Commission review. This step and the next could be combined or reversed in order, depending on the project.
6. **Neighborhood Meeting.** Meet with neighbors to present the concept and hear and consider comments.
7. **Possible Plan Amendment Request.** State law requires that rezonings be consistent with the comprehensive plan. For simpler projects, this step and the next could be combined.
8. **Rezoning Application.** Determine with Village staff the appropriate zoning district, considering standard Village zoning districts and the PD-I Planned Development Infill district. Include a "general implementation plan" submittal.
9. **Possible Follow-up Meeting.** Assuming approved rezoning, reconnect with the neighborhood, Village staff, and/or Plan Commission to work through detailed issues.
10. **Detailed Implementation Plan.** Include all plans required by ordinance, plus phasing, construction, and operational plans.


Village of McFarland
Proposed Parks & Open Space
Upper Mud Lake
Lake Waubesa
Mud Lake
LEGEND
Public Access Sites
Existing Parks & Open Space
Proposed Parks & Open Space
Proposed Dog Park Expansion
Potential Future Park Area
Bike/Pedestrian Planning Routes
Priority Sidewalks
Off-Street Ped Path - Future
On-Street Signed Routes - Future
On-Street Bike Lanes - Future
On-Street Bike Lanes - Current
Off-Street Bike/Ped Paths - Future
Off-Street Bike/Ped Paths - Current
Streets
Municipal Boundary
Water
100 Year Floodplain
Wetlands
TOWN & COUNTRY ENGINEERING, INC.
2012 Marketplace Drive
Suite 103
Madison, WI 53719
(608) 273-3350
www.tcengineers.net
Date: 2/25/2019

6303 Jaeger Road Public Utilities
Stormwater Main
Sewer Main
Water Main
Water Main
Fire Hydrant H35
Sewer Main
C1306
SA308
C1307
Yahara Dr
C1308
8" - 316 FT
SA313
8" - 200 F
Indian Mound Dr
H170
C1309
H35
SA317
18" - 216 FT
18" - 115 FT
SA318
18" - 243 FT
H112
Jaeger Rd
880
875
865
860
850

PROTEST PETITION TO THE VILLAGE OF MCFARLAND BOARD REGARDING 6303 JAEGER ROAD PLANNED DEVELOPMENT INFILL REZONE AND CONDO PLAT

Pursuant to Section 62-344 of the McFarland Code of Ordinances, the identified properties below are located immediately adjacent to and/or are located within 100 feet of 6303 Jaeger Road.

PROPERTY OWNERS' QUALIFICATION, ACKNOWLEDGEMENTS AND SIGNATURES

Each of the following owners of their identified properties acknowledge that they are the legal owner(s) thereof and affirm that they have duly signed this Protest Petition in opposition to the proposed rezoning application to 6303 which has a current zoning status of R-1 Single Family Residential. The undersigned further acknowledge that any rezoning application, change and/or amendment shall not become effective except by favorable vote of three-fourths of the full Village Board membership.

OWNERS' PROPERTIES AND SIGNATURES

Sign:_____ **Date:** 11/5/22
Luke Addesso or Macauly Addesso
Property Address: 4727 Yahara Dr
Parcel No. 061003340041
Immediately adjacent to 6303 Jaeger Road (A)

Sign:_____ **Date:** 11-7-22
John S Schoenberger or Vicki Holten
Property Address: 4730 Yahara Dr
Parcel No. 061003308313
Within 100 feet street frontage of 6303 Jaeger Road (B)

Sign: Patricia Ryan **Date:** 11-8-22
James Ryan or Patricia Ryan
Property Address: 6211 Indian Mound Dr
Parcel No. 061003308108
Within 100 feet street frontage of 6303 Jaeger Road (C)

Sign:_____ **Date:** 11-5-22
Michael Hardiman or Elisabeth Pentony
Property Address: 4723 Yahara Dr
Parcel No. 061003341961
Within 100 feet street frontage of 6303 Jaeger Road (D)

Sign: Scott McElroy Date: 11/5/2022

Scott McElroy or Prudence Harper
Property Address: 6213 Rivercrest Dr
Parcel No. 061003323832
Within 100 feet street frontage of 6303 Jaeger Road (E)

November 8, 2022

Village of McFarland Plan Commission
5915 Milwaukee Street
McFarland, WI 53558
community.development@mcfarland.wi.us

RE: Ordinance No. 2022-16
Ordinance Rezoning 6303 Jaeger Road from R-1 to PD-I

Village of McFarland Plan Commission,

We are writing to express opposition to Ordinance No. 2022-16, the proposed rezoning of 6303 Jaeger Road from R-1 to PD-I. Changing the zoning for this property would be inconsistent with the Village of McFarland's Comprehensive Plan and the Future Land Use Map. The Comprehensive Plan shows 6303 Jaeger Road zoned as R-1 single family residence. The surrounding neighbors, like ourselves, have the right to rely on that plan. We relied on this plan when we purchased our neighboring home in May 2021. We also relied on the plan when we chose to make significant improvements to our lot and house (i.e. new roof, windows, exterior paint, driveway, and detached garage). We made these decisions under the assumption that our neighbors' existing home, outbuildings, and wooded lot would remain relatively stable and consistent with the adjacent single-family dwellings given the R-1 zoning designation.

We sympathize with the owners of 6303 Jaeger Road and their desire to fully develop their land with additional single-family dwellings. However, given the limited amount of detail provided on the structures and their locations within the proposed condo lots, we are opposed to the potential outcomes as a result of rezoning the land from R-1 to PD-I.

More specifically, we are concerned that section 8.02 of the proposed Declaration of Condominium-Jaeger Estates Condominium (the "Declaration") provides that any unit may be separated into two or more units as permitted by Wisconsin law with the written consent of the Condominium Association. In other words, pursuant to section 7.02 of the Declaration, the petitioners have total control of the Association and therefore total control over the ultimate number of units that can be created until 50% or more of the property is sold or conveyed to others.

The minimum lot area required for R-1 zoned properties is 10,000 square feet pursuant to the Village's residential district bulk standards set forth in section 62-70 of the zoning code. Units 1, 2, and 3 of the proposed condominium development contain 93,703 square feet which would support a maximum of 9 single-family dwellings (the existing home plus 8 additional homes).

If the Village grants the petitioners' application to rezone the property from R-1 to PD-I, it could lose control of the ultimate number of dwellings constructed in our single-family neighborhood.

The possibility of a larger multi-unit development would not be prohibited if the rezoning proposal is approved. This, or any type of condominium development, is not consistent with the Village Comprehensive Plan nor the Future Land Use Map and must be denied.

In addition, this development is located almost entirely within the Village's shoreland zoning district (within 300' of the Yahara River). Pursuant to section 62-704 and the McFarland Comprehensive Plan, a main priority for the future development of McFarland is to "Enhance the quality of McFarland's lake and river". A dense single-family housing development on the banks of the river presents significant risk of pollutants and sediment runoff being discharged into the Yahara River, introducing unnecessary harm to a natural resource that McFarland is attempting to preserve.

We hope that you consider our opposition to the proposed rezoning.

Thank you,

Macauly & Luke Addesso

Macauly and Luke Addesso
4727 Yahara Drive
McFarland, WI 53558

BoardmanClark

MICHAEL J. LAWTON
ATTORNEY
MLAWTON@BOARDMANCLARK.COM
DIRECT (608) 286 7236
FAX (608) 283 1709

November 9, 2022

Via Electronic Mail

Mr. Andrew Bremer, AICP
Community & Economic Development Director
Village of McFarland
5915 Milwaukee Street
PO Box 110
McFarland, WI 53558

RE: 6303 Jaeger Road, McFarland, WI – Rezone and Condo Plat

We represent the applicant with respect to the above-captioned matter, Jerry and Dawn Reiter, and understand that a Protest Petition and letter from certain neighbors of the subject property have been filed in your office in opposition to the proposed project.

At this time we wish to make the following comments in response to the Protest Petition and the letter, and in support of the proposed rezoning and condo plat application:

1. The propose rezoning will create 3 condo units, each of which will contain one detached single-family residence, for a total of 3 detached single-family housing units. There is already one detached single-family residence on the property, so this application will result in no more than 2 additional detached single-family housing units on the entirety of the property.

   See paragraph 3 of the application cover letter, which states that "The proposed condominium plat would create 3 units, each intended to contain one detached dwelling intended for occupancy by a single family."

   See also the paragraph titled "Description of the Proposed Development" on page 1 of the proposed General Development Plan for Jaeger Condominium, 6303 Jaeger Road, which states in part as follows: "The Property currently contains one single family residence. The proposal is to create a condominium plat that will contain three units with each unit containing one detached single-family residence. The existing residence will be contained within one of the units in the condominium plat, as shown thereon. Two new detached single-family residences will be built."

   Given the above description, the proposed zoning change is not inconsistent with the Village's Comprehensive Plan and Future Land Use Map, which provides that this land will be used for detached single family lots, and that will still be the

case after this rezoning is approved and the project is completed. The proposed development will not adversely affect the adjoining lands and will not introduce any "unstable" development of any kind in the area nor any development which is not consistent with the adjacent single-family dwellings.

The intention of the applicant is for all of the units in the proposed development to be occupied by family members of the current owners.

2. The condominium declaration is the standard instrument used for condominium plats of this type. The development must conform to the General Development Plan, which controls in all cases. The condominium declaration can not override any of the zoning documents. The Village can enforce these requirements as it does for any other zoning violations.

3. The statement by the opponents that more than one single-family residence can be located within each unit of the condo plat is legally incorrect. The General Development Plan text governs, so this is not possible. There is no way that the Village can lose control of the number of dwelling units in this development given the wording in our proposed General Development Plan, which clearly limits the number of houses. Multi-family dwellings are specifically not allowed, as the General Development Plan requires that all of the residences be detached single-family residences.

4. This proposed development is not a dense development, as it is only 3 detached single-family houses, one of which is already existing in the neighborhood.

5. The specific manner in which the development of the two new houses occurs will be reviewed and approved by the Village when an application is made for approval of the detailed implementation plan to be submitted to the Village at a future date.

If you have any further questions, please feel free to contact me,.

Sincerely,

BOARDMAN & CLARK LLP

Michael J. Lawton

REUTER, WHITISH & EVANS, S.C.
ATTORNEYS AT LAW
44 EAST MIFFLIN ST., SUITE 306
MADISON, WISCONSIN 53703

ALLEN D. REUTER
BARBARA O. WHITISH (1952-2013)
DANIEL J. EVANS
DAVID D. RELLES
KEVIN F. MILLIKEN (OF COUNSEL)

TELEPHONE
(608) 250-9053

FACSIMILE
(608) 250-9054

MEMORANDUM

To: **Andrew Bremer, Community & Economic Development Director**
From: **Allen D. Reuter, Village Attorney**
Date: **November 11, 2022**
Re: **Protest Petition – 6303 Jaeger Road Rezoning**

You have asked for my opinion whether the protest petition filed by neighbors of the above property is sufficient to require a ¾ vote by the Village Board for approval of rezoning of the parcel. Protest petitions are allowed under §62-344 of the McFarland Municipal Code which, as applicable to rezoning, provides as follows:

> (a)In the event of a protest against amendment to the Zoning Map, duly signed and acknowledged by the owners of 20 percent or more, either of the areas of the land included in such proposed change, or by the owners of 20 percent or more of the land immediately adjacent extending 100 feet therefrom, or by the owners of 20 percent or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such changes or amendments shall not become effective except by the favorable vote of three-fourths of the full Village Board membership.[1]

Therefore, if the petition contains the requisite number of owner signatures, a ¾ vote of the entire membership of the Village Board would be necessary to approve the pending zoning application.

I have confirmed though the available real estate records that the parties listed in the petition's signature blocks are the title holders of the respective properties listed, except that Patricia Ryan does not have a recorded interest in 6211 Indian Mound Dr. That property is titled only in the name of James Ryan. Therefore, I do not believe the Ryan parcel can be counted in determining the 20% threshold. However, the Ryan parcel is not necessary to meet the 20% standard by my calculation.

The petition does contain signature blocks for the owners of more than 20% of the lands within 100 feet of the subject parcel. However, each signature block, with the exception of the Ryan parcel as noted above, is signed by only one owner and not the joint owners. In my opinion, while

[1] The ordinance mirrors a former provision in the Wisconsin zoning enabling statute (Wis. Stats. §62.23(7)(d)2m.a). The statutory right to file protest petitions was repealed by the Legislature effective April 3, 2018, but the ordinance remains in effect.

the number of neighboring parcels represented in the petition is sufficient, the number of signatures does not meet the requirements of the ordinance.

The ordinance requires that the petition be "signed and acknowledged by *the owners* of 20 percent or more . . . of the land immediately adjacent extending 100 feet" from the property being rezoned. It refers to "the owners" rather than just "an owner." In my opinion, in order for a property to be counted toward the 20% requirement, signatures of all owners of that parcel must be included in the petition.

I was not able to find any definitive caselaw interpreting the phrase "the owners" specifically in the context of protest petitions. There is, however, an unpublished Court of Appeals decision interpreting the identical phrase in the context of an annexation challenge. *Town of Beloit v. City of Beloit*, 142 Wis. 2d 936, 417 N.W.2d 196 (Ct. App. 1987)(unpublished decision). In that case, the Court invalidated a unanimous annexation because one woman signed for her husband who had suffered a stroke. The Court found that the annexation petition was not unanimous given the lack of a signature of the husband. The court noted that a petition is unanimous only if it is signed by all of the owners of the affected properties, based on the statute requiring the signatures of "the owners of all of the real property" included in the annexation.

A later case did involve the invalidation of a zoning protest petition based on the fact that only one owner of jointly held property had signed the petition. In *Merkel v. Village of Germantown*, 218 Wis. 2d 572, 581 N.W.2d 552 (Ct. App. 1998), a Village attorney determined that 5 of 12 protest petitions against a rezone petition were invalid because only on joint owner of the relevant property signed the petition. The rezoning was approved by a majority vote, but not ¾ of the Zoning Board. The circuit court determined that the 5 disqualified petitions should have been counted and the Court of Appeals reversed. The decision, however, was based on the determination that the challenge to the Village Attorney's opinion came too late in the litigation, so the court did not address the merits of that issue. Therefore, while factually similar to the issue here, the *Merkel* case did not establish any helpful precedent.[2]

Despite the lack of judicial interpretation, the plain language of the ordinance requires that the protest petition be signed by the owners (plural) of all of the properties in order for them to count in the 20% calculation. It is my opinion that the petition, as currently signed, is not sufficient to trigger §62-344 of the Code, and the rezoning application may be approved by a simple majority vote of the Board.

I have reviewed the proposed condominium plat and the proposed Declaration of Condominium submitted by the applicant. The Declaration incorporates my previous recommendations and I have not further comments on it. I do, however, recommend postponing action on the plat until the Detailed Plan is approved so that the Village may assure that the property is developed as proposed.

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[2] The only other case that could be located directly addressing this question is *Mariemont Corporation v. White City Water Improvement District*,, 341 Utah Adv. Rep. 3 (1998)("where a jointly owned piece of property is involved, all property owners must sign the withdrawal petition for any signature of an owner of that piece of property to be valid). While that decision is consistent with my opinion, it was issued by a Utah court, and is not precedent in Wisconsin.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Community Development**

CONTACT: **Andrew Bremer, Comm & Eco Dev Director**

AGENDA ITEM: **Discussion and action regarding a Condominium Plat and request from Jaeger Estates Condominium Association, Inc Jerry and Dawn Reiter for the property located at 6303 Jaeger Road, McFarland, WI**

PREVIOUS ACTION:
November 15, 2022 - Plan Commission held a Public Hearing for this item at this regular scheduled meeting.
December 20, 2022 - Plan Commission unanimously recommended approval of the condo plat.

ISSUE SUMMARY:
The condominium plat requires a separate public hearing and action under Sec. 56-8 of the Subdivision Code. Staff has consolidated all background and summary information regarding this development under agenda Item 6.a.1. There were no recommended conditions of approval regarding the condominium plat from the Village Attorney, Department Staff, Village Engineer, Director of Public Works, Fire Chief or Police Chief.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:
Sec. 56-8. Condominium developments

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Motion, second, to approve the Jaeger Estates Condominium Plat as submitted.

ATTACHMENTS:
None

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Cassandra Suettinger, Deputy Administrator/Clerk, Andrea Anderson, HR Generalist**

AGENDA ITEM: **Discussion on creation of a Requests for Information Regarding Current or Former Employees Policy within the Personnel Policy Manual.**

PREVIOUS ACTION:

ISSUE SUMMARY:

In moving through the updates to the Personnel Policy Manual, staff asked the Village Labor attorney to review the extent of our policies as a whole, and to provide us with recommendations as to policies that may be missing from our current manual. It was identified that the manual was missing a policy on how the Village handles requests for information about current or former employees. As a result, the Village desires to bring a formal policy forward regarding Requests for Information Regarding Current and Former Employees. Overall, the policy provides for:

- The process and parameters for the Village's response to requests for information about current or former employees by third parties, such as employment verification and reference requests; and,
- The limitation of release of information to position title, final salary and dates of employment, with the exceptions set forth of when additional information could be provided.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Personnel Committee unanimously recommended approval. Presented for discussion and feedback only.

ATTACHMENTS:

1. Requests for Info Regarding Current or Former Employees Policy - Final Draft 12.20.2022

CHAPTER XX - REQUESTS FOR INFORMATION REGARDING CURRENT OR FORMER EMPLOYEES

XX.01 Policy.
During the course of business, it is common to receive inquiries from third parties requesting various information regarding current or former employees. In the event of such an inquiry, it is generally the Village's policy to limit its response to confirm position title, final salary, and dates of employment. However, there may be circumstances when additional information is released under the following circumstances:

- When the employee has specifically authorized in writing the release of information;
- When the Village is legally obligated to provide the information; and,
- When information is needed by vendors which are or may be providing health benefits to employees and disclosure is in compliance with HIPAA privacy laws.

It is also common for current or former employees to identify current and former supervisors and co-workers as references on applications for employment or to request letters of recommendations. The Village supports current and former employees in their efforts to achieve their career goals and will generally respond to such requests. If the employee being asked to serve as a reference is uncomfortable responding to the request or the feedback regarding the employee is sensitive in nature, please contact the Deputy Village Administrator or Human Resources Designee for additional guidance.

There is certain employment information under the Freedom of Information Act (FOIA) and the Open Records Act that the Village is obligated to release. In the event discipline is released to a third party, the employee will be notified in accordance with the requirements outlined in the relevant statutes.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Cassandra Suettinger, Deputy Administrator/Clerk, Andrea Anderson, HR Generalist**

AGENDA ITEM: **Discussion on amendment to Chapter 23, Family and Medical Leave Laws, of the Personnel Policy Manual.**

PREVIOUS ACTION:

ISSUE SUMMARY:
In moving through updates to the Personnel Policy Manual, staff and the Village's labor attorney reviewed Chapter 23, Family and Medical Leave Laws, of the Personnel Policy Manual. It is of note that this section of the manual has not been updated in some time. Proposed revisions within this chapter provide updates to the following areas:

- Addition of the Deputy Village Administrator and the HR Generalist positions.
- Revision and addition of language to ensure compliance with current laws and statutes.
- Addition of language to address what happens if an employee doesn't return from leave without notification to the Village.
- Addition of language to further clarify when intermittent leave will be permitted.
- Revision of the language regarding return to work and fitness for duty certification.
- Addition of language regarding health insurance benefits and other benefits, including worker's compensation and light duty, during the leave period.

FINANCIAL/BUDGET IMPACT:
None.

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
The Personnel Committee unanimously recommended approval. Presented for discussion and feedback only.

ATTACHMENTS:
1. PPM Chapter 23 - FMLA - FINAL DRAFT 12.20.2022

CHAPTER 23 - FAMILY AND MEDICAL LEAVE LAWS

The Village will follow the requirements of the Federal Family and Medical Leave Act ("FMLA") and the Wisconsin FMLA. ~~The Wisconsin and Federal FMLA laws differ, and the Village will comply with the more generous provision as required by law.~~ Leave is available for one or a combination of the following circumstances:

TYPE	**ELIGIBILITY**	**MAXIMUM DURATION FOR ~~STATE~~ WISCONSIN LEAVE**	**MAXIMUM DURATION FOR FEDERAL LEAVE**
Personal serious health condition; inpatient hospitalization, chronic condition or continuing care by a physician	Unable to work because of serious health condition	Up to two (2) workweeks per calendar year	Up to twelve (12) workweeks per rolling 12-month period
Birth, adoption, foster care	Birth of a child, placement of child for adoption or as pre-condition to adoption, or foster care placement	Up to six (6) workweeks per calendar year	Up to twelve (12) workweeks per rolling 12-month period
Family serious health condition, inpatient hospitalization, chronic or continuing care by a physician	Necessary to care for spouse, child or parent with serious health condition	Up to two (2) workweeks per calendar year Also covers care for qualifying domestic partners, parent-in-law and parent of qualifying domestic partner	Up to twelve (12) workweeks per rolling 12-month period

Leave to care for a seriously ill or injured military service member or covered veteran within five years of discharge (other than dishonorable) who is a spouse, son or daughter, parent, or next of kin.	Spouse, son, daughter, parent, or next of kin service member or covered veteran has been injured on active duty or aggravated an existing injury by service in the line of duty on active duty, and service member is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness	None	Up to twenty-six (26) weeks per rolling 12-month period beginning on first date of leave, per service member, per injury.
"Qualifying exigency" leave due to employee's spouse, son, daughter or parent being on or called up for covered active duty in the Armed Forces.	Short-notice deployment to a foreign country, military events and related activities, childcare and school activities, parental care financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities where the employer and employee agree to the leave.	None	Up to12 weeks per rolling 12-month period, which includes up to 15 days used to spend time with a military member on Rest and Recuperation leave.

1. Eligibility. An employee who has been on the Village payroll for 52 consecutive weeks and who has been paid for 1,000 hours during the ~~preceding~~ calendar year immediately preceding the start of the FMLA leave is eligible for Wisconsin FMLA. An employee who has been employed for 12 months and who has actually worked 1,250 hours during the 12 months before immediately preceding the start of the FMLA leave ~~is requested~~ is eligible for Federal FMLA.

2. Method of Calculating Leave Entitlement. The Village uses a rolling 12-month period, measured backward from the date an employee uses any FMLA leave when calculating federal FMLA entitlement~~.~~ Pursuant to Wisconsin law, entitlement to State FMLA leave will be calculated based on the calendar year. Unless leave is taken on an intermittent or reduced schedule, as set forth below, leave will be taken on a continuous basis. Leave qualifying for both Wisconsin and ~~f~~Federal FMLA leave will count against the employee's entitlement under both laws and will run concurrently. ~~Federal and Wisconsin FMLA run concurrently, not consecutively. When an employee is absent due to a work-related illness or injury which meets the definition of a serious health condition, the absence will be counted against the employee's entitlements under the Wisconsin and Federal FMLA.~~When the reason(s) for qualified leave differ, it is possible that the leave might not run concurrently. This type of leave occurrence will be evaluated and reviewed with the employee at the time of the leave request or the leave. ~~In other words, FMLA and worker's compensation leave will run concurrently to the extent permitted by law.~~Qualified leave taken under workers

compensation law will also run concurrently with Wisconsin and Federal FMLA.

3. Employee Responsibilities – The Requesting for Family or Medical LeaveFMLA Leave. Except in situations where the employee is unable to provide a written request because of the need for emergency health care, the employee must provide his or her supervisorthe Human Resources Designee with a written application for FMLA leave prior to the requested commencement of the leave on the "Family and Medical Leave Request Form." The request shall imustndicate identify the start and end dates of the leave. the date the employee is expected to return to work. In cases where the need for the leave is foreseeable, the request must be made at least 30 days prior to the anticipated leave. If the employee gives less than 30 days notice of the need for leave, the Village may require the employee to explain why it was not practicable to give the 30 days notice. The Village may delay the taking of a requested leave until at least 30 days after the date the employee provides notice when the employee fails to provide proper advance notice, unless the employee was unable to comply because of the need for emergency health care or other reasonable excuse.

In cases of emergency, verbal notice of the need for leave should be given as soon as possible and in accordance with the Village's applicable absence policy, but in no case later than threetwo working days after the need for FMLA leave has become apparent. Calling in sick, without providing additional information, is not sufficient notice of the need for Ffederal FMLA leave.

If an employee has been out for three or more days in a row, or if the Village has information that the employee is out for an FMLA-qualifying reason but has not requested FMLA leave, the Village may require the employee to complete an FMLA Request Form and Medical Certification so the leave may be properly designated. Alternatively, if the Village has reliable information indicating that the employee is out for an FMLA-qualifying reason, -and has not requested leave, the Village may designate the lease as FMLA and will notify the employee of the same.

The Village may also retroactively designate FMLA leave when it later learns that certain leave was FMLA-qualifying. The employee is to advise the supervisor if his or her return date changes. If an employee is unable to return to work on the date originally authorized, then the employee may submit a written request for an extension of the leave in advance of its expiration. If, after three (3) full consecutive work days of the date following the expiration of the leave of absence, the employee has not requested an extension or returned to work, then this will be considered job abandonment by the employee and their employment with the Village will be terminated. The Village recognizes that there are limited instances where an employee may be unable to communicate with the Village regarding an unauthorized absence from work, such as in an emergency medical situation. In these events, the Village will give due consideration to those particular circumstances.
The employee who overstays a leave of absence will be considered to have voluntarily terminated unless the employee was unable, due to a health care emergency, to notify the employer.

Leave may only be used for its intended purpose as permitted by law. Misuse of FMLA leave

is disruptive, inefficient, detrimental to the interests of the Village and others, and may subject an employee to discipline up to and including discharge when the Village has ~~even an~~ ~~honest~~ reasonable suspicion that FMLA is not used for its intended purpose.

4. Intermittent or Partial Leave. If an employee requires intermittent leave, then the employee must discuss this request with the ~~Village Administrator~~Human Resources Designee or the Deputy Village Administrator. Employees generally are permitted to take leave on an intermittent (blocks of time) or reduced work schedule:

   a. When it is medically necessary to care for a family member with a serious health condition or because of the employee's serious health condition.

   b. When it is necessary to care for a family member or next of kin who suffered an injury or illness while on active duty.

   c. To care for a newborn, adopted or foster child. Federal FMLA leave for the birth or placement of a child for adoption or foster care may not be taken in non-continuous increments unless approved by the Village. Under the Wisconsin FMLA, the last increment of leave for the birth or placement of a child for adoption must begin within 16 weeks of that birth or placement.

Medical or family caretaking leave should be planned so as not to unduly disrupt Village operations. Employees requesting non-continuous ~~f~~Federal FMLA leave that is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse or parent with a serious health condition, or for the employee's own serious health condition, may be required to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the regular employment position of the employee. An employee temporarily transferred will receive the same pay and benefits, but may be assigned different duties.

The Village generally allows for intermittent leave to be taken in no less than one hour increments. The employee may not take, or be required to take, more leave than medically necessary to address the circumstances that caused the need for the leave.

~~4.~~5. Medical Certification. When an employee requests medical leave for his or her own health condition, or leave to care for a family member, the employee must provide medical certification from an appropriate health care provider on a form provided ~~approved~~ by the Village. This certification ~~should~~ can be furnished at the time the leave is requested but must ~~and~~be provided to the Human Resources Designee ~~at most~~ no later than 15 days from the date such medical certification is requested. In the case of unforeseen leave, the certification should be furnished as soon as practical and possible~~.~~ Failure to provide the requested medical certification may result in delay or denial of the leave. This means the absence may then be counted against the employee for purposes of discipline for attendance. Where medical leave is involved, the Village may, at its expense, require the employee or a family member to obtain the opinion of a second health care provider chosen by the Village. If a dispute exists, then a third opinion may be secured. The Village may also request re-certifications on a periodic basis as permitted by law.

~~Fitness For Duty Certificatio~~ 6. Return to Work and Fitness for Duty Certification. Any employee returning from FMLA for their own serious health condition must provide a "Fitness for Duty" statement signed by their treating physician. Upon return from FMLA leave, an employee shall be restored to his or her original position or, if the position is not vacant, to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. An employee will not be restored to their original or equivalent position if they are unable to perform the functions of their job because of a mental or physical condition.
~~. If leave is due to your serious health condition, you may be required to present certification of fitness for duty upon returning to work.~~

7. Payments on FMLA Leave. In general, both Wisconsin and ~~f~~Federal FMLA leaves are unpaid. The Village requires employees to substitute paid leave for which they are eligible (such as vacation days, personal leave, compensatory time, or sick leave) for unpaid leave available under the ~~f~~Federal FMLA law. The Village will require that any leave provided by a Village collective bargaining agreement be substituted for ~~f~~Federal FMLA leave.

~~7.~~ When an employee is using Wisconsin FMLA, the employee has the option to substitute any accrued paid leave or unpaid leave during the period of that leave.

~~The Village has a more detailed policy available for employees to review when Employees have questions about leave or if the need for leave arises. Employees must contact Human Resources to review this policy.~~

8. Health Insurance Benefits. Group health insurance coverage will be maintained for employees while they are on FMLA leave, on the same terms as if the employee continued to work. If applicable, the employee will be required to pay his/her regular portion of health insurance premium payments on a schedule determined by the Village.

The Village may recover its share of health insurance premiums paid during a period of unpaid FMLA leave from an employee if the employee fails to return to work (for a minimum of 30 calendar days) after the expiration of the leave. The Village may not collect the premiums if the reason the employee does not return is due to continuation, recurrence or onset of a serious health condition that would entitle the employee to leave under FMLA, or other circumstances beyond the employee's control.

Employees having questions regarding FMLA leave should contact the Deputy Administrator or Human Resources Designee.
The Village may discontinue health insurance benefits if the employee fails to make a premium payment within 30 days of the due date after providing written notice to the employee of the cancellation of coverage for non-payment.

9. Other Benefits

Benefits that accumulate based upon hours worked shall not accumulate during the period of FMLA leave. Qualified FMLA leave will not be counted as an absence under the Village attendance policy.

Other Village benefits (dental insurance, mutual funds, income continuation, etc.) may be continued during periods of unpaid FMLA leave, and arrangements should be made for employee's portion of the payments with the Human Resources Designee.

10. Worker's Compensation and Light Duty

Federal and Wisconsin FMLA will run concurrent with worker's compensation provided that the injury meets the criteria for a "serious health condition", as defined by law. Substitution of accrued paid leave is not allowed for Worker's Compensation absences unless an applicable labor agreement provides otherwise.

If an employee accepts a light duty assignment while on worker's compensation, that time may not count against the employee's family or medical leave entitlement. If the light duty position is declined and the employee elects to stay on FMLA leave, the employee may give up their worker's compensation benefits.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Cassandra Suettinger, Deputy Administrator/Clerk, Andrea Anderson, HR Generalist**

AGENDA ITEM: **Discussion on amendment to Chapter 24, Unpaid Leaves of Absence, of the Personnel Policy Manual.**

PREVIOUS ACTION:

ISSUE SUMMARY:

In moving through updates to the Personnel Policy Manual, staff and the Village's labor attorney reviewed Chapter 24, Unpaid Leaves of Absence, of the Personnel Policy Manual. It is of note that this section of the manual has not been updated in some time. The Employee Engagement Committee did review this policy and offered feedback on behalf of their department in regards to potential revisions. Proposed revisions within this chapter provide updates to the following areas:

- Addition of the Deputy Village Administrator and the HR Generalist positions.
- Revision and addition of language to ensure compliance with current laws and statutes.
- Revisions to the language regarding granting authority for unpaid leaves of absence that are not required by law or are discretionary in nature.
- Addition of language to address what happens if an employee doesn't return from leave without notification to the Village.
- Revisions to the language regarding benefit status during unpaid leaves of absence.

FINANCIAL/BUDGET IMPACT:

None.

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Personnel Committee unanimously recommended approval. Presented for discussion and feedback only.

ATTACHMENTS:

1. PPM Chapter 24 - Unpaid Leaves of Absence - FINAL DRAFT 12.20.2022

CHAPTER 24 - UNPAID LEAVES OF ABSENCE

24.01 Policy

(1) It is the policy of the Village to grant unpaid leaves of absence ~~of~~ when ~~defined duration when~~ required ~~to do so~~ by law.

(2) ~~Other u~~Unpaid leaves of absence that do not qualify as legally mandated leave – such as FMLA or military leave - are ~~considered a privilege~~discretionary with the Village, and will be granted only when it is in the best interest of the Village to do so and ~~when~~ if the employee's absence is not likely to impair the ability of the Village to meet its responsibilities.

(3) Unless otherwise specified, the provisions that follow in this policy apply only to discretionary, non-legally mandated unpaid leaves of absence.

24.02 General Provisions for Discretionary Leaves of Absence Under this Policy

(1) ~~The n~~Need for and duration of leave is determined on a case-by-case basis. Except as required by law, unpaid leaves of absence will generally not exceed one year in duration.

(2) The employee is expected to fully cooperate and thoroughly communicate with the Village during the leave request process, during the leave, and during the transition at the end of the leave.

(3) Any request for an unpaid leave of absence must be submitted in writing ~~by the requesting employee to~~to the Deputy Village Administrator and HR Designee, as far in advance of the anticipated leave dates as possible. The written request must specify the reason(s) the leave is being requested and the anticipated dates of ~~return~~leave. Except in unavoidable situations, no unpaid leave of absence will be granted retroactively.

(4) No unpaid leave of absence will be granted unless the employee has first used all available ~~paid time off~~vacation, ~~personal~~ holiday, sick leave (if appropriate) and compensatory time. ~~; except for qualifying military leave and leaves under the Wisconsin or Federal Family and Medical Leave laws,~~

(5) No unpaid leave of absence will extend beyond the amount of time actually needed for the purpose requested.

~~(6) An employee granted an unpaid leave of absence will may not be employed elsewhere during the leave period, except that this provision will not apply to military service or when not applicable by law.~~

(7) If the leave is for medical reasons not qualifying for FMLA protection, then the employee may be required to periodically furnish medical reports from the physician to justify the need for continuing leave. An employee returning from an extended medical leave must furnish a

physician's statement indicating that the employee is able to return to work and to fully resume all essential job duties, with or without reasonable accommodations.

24.03 Granting Authority

(1) Unpaid leaves of absence that are not required by law ~~and are thirty (30) consecutive calendar days or less~~ require the approval of the Department Head and the ~~Village~~ Deputy Administrator or Village Administrator, and by the Board if the request for leave is from the Village Administrator.

~~(2) Unpaid leaves of absence that are not required by law and are in excess of thirty (30) consecutive calendar days require the approval of the Village Board in addition to the approval of the Department Head and Village Administrator.~~

(3) Discretionary ~~Unpaid~~ unpaid leaves of absences ~~as required by law~~ require the approval of the ~~Village Administrator, and by the~~ Village Board if the request is by the Administrator.

24.04 Return to Work from Unpaid Leave of Absence

(1) An employee on an authorized leave of absence may return to the position held at the time the leave of absence begins if the employee remains qualified for the position, or to a similar or lesser position if the position previously held is no longer available.

The Department Head, working with the Human Resource Designees~~,~~ is responsible ~~to~~ for ~~determine~~ determining whether a position is available for the employee returning from leave. At the time the employee returns, the returning employee will be given first consideration in filling any other similar or lesser vacant position for which the employee is qualified. If no such position exists at the time the employee returns, then the layoff procedure will apply.

The position of an absent employee will generally not be filled on a permanent basis but can, at the Department Head's discretion, be filled on a temporary basis providing that the compensation paid to a temporary employee does not exceed the amount that would ordinarily be earned by the absent employee. Exceptions to the compensation rule may be granted by the Village Board in extenuating circumstances. ~~The Village Board, after consultation with and agreement by the Deputy Administrato,r may authorize filling the position on a permanent basis.~~

(2) With the approval of the Department Head and the ~~Village~~ Deputy Administrator or HR Designee, an employee may elect to return to work before the intended expiration of an unpaid leave of absence. Early return from an extended leave of absence for medical reasons will require supporting information from the employee's medical provider.

(3) If an employee is unable to return to work on the date originally authorized, then the employee may submit a written request for an extension of the leave in advance of its expiration. If, within three (3) ~~calendar~~ full consecutive work days of the date following the expiration of the leave of absence, ~~an~~ the employee has not requested an extension ~~is not requested and granted and~~ or ~~the employee has not~~ returned to work, then this will be considered job abandonment by the

employee and their employment with the Village will be terminated. The Village recognizes that there are limited instances where an employee may be unable to communicate with the Village regarding an unauthorized absence from work, such as in an emergency medical situation. In these events, the Village will give due consideration to those particular circumstances.~~the employee will be considered to have resigned from Village employment~~.

(4) Employees who are on a leave of absence are expected to make reasonable efforts to maintain the level of skills, proficiency, certifications, licenses, and fitness necessary to do the assigned job. Employees must request authorization from ~~the Human Resource Designees~~their Department Head before incurring any costs for maintaining any certifications or licenses.

24.05 Benefit Status During Unpaid Leave of Absence

(1) Except as noted below, all paid benefits will continue in full force for the first ten (10) ~~business~~work days of an unpaid leave of absence.

(2) After the first ten (10) working days of ~~an~~ a discretionary unpaid leave of absence, the employee will cease to earn vacation and sick leave credits and all other benefits, unless required by law. Employees who want to retain health insurance benefits during an unpaid leave of absence that exceeds ten (10) ~~business~~work days in duration may do so if the employee ~~elects health insurance continuation benefits and~~ assumes the full cost of any premiums due during the leave. Premium payments must be made as required by the insurer.

(3) Holidays and other non-work days occurring during an unpaid leave of absence will be considered as days that are part of the approved period of absence. The absent employee will not be entitled to compensation for holidays that occur during the leave period.

(4) An approved unpaid leave of absence of twelve (12) weeks or less will not be considered a break in service for purposes of determining the level of future vacation eligibility~~T~~.

24.06 Unauthorized Absence

The effective operation of the Village necessitates that employees cooperate and communicate with the Village when the need for leave arises. An employee who fails to cooperate and communicate with the Village, or is absent from duty without authorization, may be subject to disciplinary action up to and including discharge and will receive no pay for the duration of the absence. The Village is cognizant that limited extenuating circumstances may prevent an employee from timely communicating with the employer, thereby causing an unauthorized absence. Due consideration may be given in such a case.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Cassandra Suettinger, Deputy Administrator/Clerk, Andrea Anderson, HR Generalist**

AGENDA ITEM: **Discussion on amendment to Chapter 27, Ethical Standards for Employees, of the Personnel Policy Manual.**

PREVIOUS ACTION:

ISSUE SUMMARY:
In continuing to move through the updates of the Personnel Policy Manual, staff and the Village's labor attorney reviewed Chapter 27, Ethical Standards for Employees, of the Personnel Policy manual. Suggested revisions are fairly minor in nature. The only notable change within this section is the verbiage change from "Code of Ethics" to the "Ethics Code." Otherwise, the proposed revisions are minor and do not alter the content of the policy.

FINANCIAL/BUDGET IMPACT:
None.

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
The Personnel Committee unanimously recommended approval. Presented for discussion and feedback only.

ATTACHMENTS:
1. PPM Chapter 27 - Ethical Standards for Employees - Final Draft 12.20.2022

CHAPTER 27 - ETHICAL STANDARDS FOR EMPLOYEES

27.01 Purpose

(1) The proper operation of democratic government requires that public officials and public employees be independent, impartial and responsible to the people; that government decisions and policy be made in proper channels of the governmental structure, that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, the Village has established an Ethics Code~~ Code of Ethics~~ for all Village public officials and public employees, whether elected or appointed, paid or unpaid, including members of authorities, boards, committees and commissions of the Village, as well as any individuals who are candidates for elective office as soon as such individuals file nomination papers with the Village.

(2) The purpose of the Ethics Code ~~of Ethics~~ is generally ~~is~~ to establish guidelines for ethical standards of conduct for all such public officials and public employees by setting forth those acts or actions that are incompatible with the best interests of the Village and by directing disclosure by such public officials and public employees of private associational, financial, personal or other interests in matters affecting the Village. The Ethics Code~~ of Ethics,~~ which is for the guidance of elected and appointed public officials and public employees, is intended to help them avoid conflicts between their personal interests and their public responsibilities, improve standards of public service, and promote and strengthen the faith and confidence of the citizens of the Village in their elected and appointed public officials and public employees. Each elected and appointed Village public official and public employee holds such position as a public trust, and any intentional effort to realize substantial personal gain through official conduct is a violation of that trust.

27.02 Applicability

All employees are subject to and expected to comply fully with the entirety of Chapter 2, Article VIII – Ethics Code located in ~~of~~ the McFarland Code of Ordinances., ~~the full text of which can be found in the Code of Ordinances.~~ Employees who violate ~~the~~ any provision of the ~~Code of~~ Ethics Code will be subject to the potential sanctions outlined therein.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT:

AGENDA ITEM: **Personnel Committee (Trustees Nelson, Jerke, & Wreh)**
Diversity, Equity, & Inclusion Committee (Trustees Brassington & Wreh)

PREVIOUS ACTION:

ISSUE SUMMARY:

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:
None

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Communications & Technology**

CONTACT: **Stephanie Miller, Comm & Technology Director**

AGENDA ITEM: **Discussion and action to avoid scheduling any board, committee, commission, and authority meetings on the provided religious holidays in 2023.**

PREVIOUS ACTION:
None.

ISSUE SUMMARY:
The Dane County Office for Equity and Inclusion recently released their recommended religious holidays to avoid scheduling any meetings in order to facilitate public participation. This list was provided to Communications and Technology Director, Stephanie Miller, from two McFarland residents for consideration. This list is not the first time the McFarland DEI Committee has discussed this topic, though it is the first time for consideration of implementation for the beginning of 2023 and future years. The attached list of religious holidays observed by Dane County is what is being proposed for consideration in McFarland.

Before bringing this list to the Board for consideration, the DEI Committee asked Miller to get further information and sources from the Dane County Office of Equity and Inclusion. The following is the response that came from that department:

Q: How was the list curated and who was behind its creation?
A: The list of observed holidays originated in the County Board and was forwarded to the Office of Equity and Inclusion to administer in 2016. The Office reaches out to religious organizations to confirm the religious dates each year. More information can be found in the ordinance (2017 OA-035) passed by the Board regarding the memo.

Q: How come there are holidays listed where it's considered acceptable to schedule meetings, but not others?
A: Islamic and Jewish holidays have specific days with work restrictions (it's forbidden to drive, use electronic devices, bathe, or partake in any luxuries after sunset). All normal business would need to cease by sundown. Usually, several hours before sundown on the eve of the holiday.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. 2023 Dane Co. Observed Holidays-Amended
2. Religious Holidays 2023 DRAFT

DATE: November 14, 2022
TO: Department Heads, Managers and Supervisors, Elected Officials, County Board
FROM: Wesley Sparkman
The Tamara D. Grigsby Office for Equity and Inclusion

RE: Avoid Meetings on Religious Holidays

In order to facilitate public participation, we recommend that you avoid scheduling any meetings on the following religious holidays in 2023:

Ash Wednesday: Wednesday, February 22

Purim: Begins at sunset of Monday, March 6 to nightfall of Tuesday, March 7. Meetings are acceptable to schedule but keep in mind that the holiday is celebrated during this time.

Maundy Thursday: Thursday, April 6

Good Friday: Friday, April 7

Passover: Begins at sunset of Wednesday, April 5 to nightfall Thursday, April 13. Avoid meetings April 5-7 and April 11-13. Meetings are acceptable April 8-10

Eid-al-Fitr (End of Ramadan): Begins at sunset of Friday, April 21 to Saturday, April 22.
Avoid meetings April 21-22.

Shavuot: Begins at sunset of Thursday, May 25 to nightfall Saturday, May 27. Avoid meetings May 25-27.

Eid-al-Adha: Begins at sunset of Wednesday, June 28-Thursday, June 29. Avoid meetings June 28-29.

Rosh Hashanah: Begins at sunset of Friday, September 15 to nightfall Sunday, September 17.
Avoid meetings September 15-17.

Yom Kippur: Begins at sunset of Sunday, September 24 to nightfall Monday, September 25.
Avoid meetings September 24-25.

Sukkot: Begins at sunset of Friday, September 29 to nightfall of Friday, October 6.
Avoid meetings September 29 – October 1. Meetings are acceptable October 2-5

Shmini Atzeret & Simchat Torah: Begins at sunset of Friday, October 6 to nightfall Sunday, October 8.
Avoid meetings October 6-8

Hanukkah: Begins at sunset Thursday, December 7 to Friday, December 15. Meetings are acceptable to schedule but please keep in mind that holiday is celebrated during this time, morning meetings are preferred.

If you or your employees believe there are other religious observances that need to be addressed, please feel free to let me know. We are aiming to be cautious and not put anyone in an uncompromising position with meeting responsibilities at work and their most serious religious responsibilities. Please note these are dates where the county may be open for business. Thank you for your cooperation.

210 Martin Luther King Jr. Boulevard, Room 356 • Madison, Wisconsin • 53703 • (608) 283-1391
Website: https://equity.countyofdane.com Email: OEI@countyofdane.com

To facilitate employee and public participation and inclusion, it is recommended that Village meetings be considered for rescheduling on the following religious holidays in 2023:

Ash Wednesday (Christian) – Wednesday, February 22nd

- Currently, no meeting(s) scheduled; no conflicts

Purim (Jewish) – Begins at sunset of Monday, March 6th to nightfall of Tuesday, March 7th. Meetings are acceptable to schedule, but keep in mind that the holiday is celebrated during this time.

- Regularly scheduled Village meetings that occur during this holiday:
    - Monday, March 6th – Public Safety Committee
    - Tuesday, March 7th – Parks and Recreation Committee

Maundy Thursday (Christian) – Thursday, April 6th

- Currently, no meeting(s) scheduled; no conflicts

Good Friday (Christian) – Friday, April 7th

- Currently, no meeting(s) scheduled; no conflicts

Passover (Jewish) – Begins at sunset of Wednesday, April 5th to nightfall Thursday, April 13th. Avoid meetings April 5th through 7th and April 11th through 13th. Meetings are acceptable April 8th through 10th.

- Regularly scheduled Village meetings that occur during this holiday:
    - Tuesday, April 11th – Village Board
    - Wednesday, April 12th – CDA

Eid-al-Fitr (End of Ramadan) (Muslim) – Begins at sunset of Friday, April 21st to Saturday, April 22nd. Avoid meetings April 21st and 22nd.

- Currently, no meeting(s) scheduled; no conflicts

Shavuot (Jewish) – Begins at sunset of Thursday, May 25th to nightfall Saturday, May 27th. Avoid meetings May 25th through 27th.

- Currently, no meeting(s) scheduled; no conflicts

Eid-al-Adha (Muslim) – Begins at sunset of Wednesday, June 28th to Thursday, June 29th. Avoid meetings June 28th and 29th.

- Currently, no meeting(s) scheduled; no conflicts

DRAFT

Rosh Hashanah (Jewish) – Begins at sunset of Friday, September 15th to nightfall Sunday, September 17th. Avoid meetings September 15th through 17th.

- Currently, no meeting(s) scheduled; no conflicts

Yom Kippur (Jewish) – Begins at sunset of Sunday, September 24th to nightfall Monday, September 25th. Avoid meetings September 24th through 25th.

- Regularly scheduled Village meetings that occur during this holiday:
    - Monday, September 25th – Public Works & Utilities Committee

Sukkot (Jewish) – Begins at sunset of Friday, September 29th to nightfall of Friday, October 6th. Avoid meetings September 29th to October 1st. Meetings are acceptable October 2nd through 5th, but keep in mind that the holiday is celebrated during this time.

- Regularly scheduled Village meetings that occur during this holiday:
    - Monday, October 2nd – Public Safety Committee
    - Tuesday, October 3rd – Parks & Recreation Committee

Shmini Atzeret & Simchat Torah (Jewish) – Begins at sunset of Friday, October 6th to nightfall Sunday, October 8th. Avoid meetings October 6th through 8th.

- Currently, no meeting(s) scheduled; no conflicts

Hanukkah (Jewish) – Begins at sunset of Thursday, December 7th to Friday, December 15th. Meetings are acceptable to schedule, but keep in mind that the holiday is celebrated during this time.

- Regularly scheduled Village meetings that occur during this holiday:
    - Monday, December 11th – Sustainability & Natural Resources Committee
    - Tuesday, December 12th – Village Board
    - Wednesday, December 13th – CDA

If you, any Village employee, board, committee, or commission member believe there are other religious holidays that need to be addressed, please contact McFarland DEI Committee staff member, Stephanie Miller. The Village strives to be respectful, inclusive, cautious, and not leave anyone in an uncompromising position with meeting responsibilities at work and the most serious religious responsibilities.

Note: these are dates where the Village may be open for business.

DRAFT

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, January 10, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Matt Schuenke, Village Administrator, Cassandra Suettinger, Deputy Administrator/Clerk, Stephanie Miller, Comm & Technology Director**

AGENDA ITEM: **Discussion and action to accept a proposal in order to award a contract for managed information technology services.**

PREVIOUS ACTION:
The request for proposals was authorized for issuance by the Village Board at its meeting on November 10, 2022.

ISSUE SUMMARY:
The Village currently relies on a third party service provider to manage its information technology network. This provides for a team of technology specialists to help maintain servers, provide security, plan purchases, and troubleshoot breakdowns within the system to name a few things. Most communities our size rely on a third party vendor to provide these services and do not have staffing internally to be able to oversee these responsibilities. Very similar concept to hiring an engineer or attorney to provide a specialized service as needed.

The last RFP issued for this purpose was in 2017 where we have been with the same provider since that time. The enclosed RFP addresses the Scope of Services currently provided and desired moving forward. There were 8 responses to this request and 3 interviews conducted by the Administrator, Deputy Administrator/Clerk, and Communications and Technology Director. The current service provider did not submit a proposal.

Staff that conducted the review are recommending accepting the proposal from Simple Network Consulting. Their work will become effective upon finalization of a new contract and the onboarding period to get accustomed to our network configuration/setup. They have experience with municipal clients including police departments through the City of Verona, Village of Cross Plains, and Village of Mazomanie as well as previously in the Village of Waunakee. Their work will cover the Village's Managed IT needs and is proposed for a 3 year agreement to be prepared using the Village's standard contract subject to approval by the Village Attorney.

FINANCIAL/BUDGET IMPACT:
The cost for the services is proposed on an hourly basis at $105 per hour. Current provider is about $140 per hour. The proposal estimates 25-30 hours per month throughout the term of the contract around $35,000 per year for three years. This will fluctuate depending on actual hours applied once the onboarding process is complete and the vendor has more familiarity with our system and needs. Currently on an annual basis we have paid as much as $75,000 for these services with the current provider which would afford us between 50-60 hours a month on

average under this new contract. There remains some unknowns as we transition but budgetarily there is flexibility to account for shifts where needed.

Additionally, there is a one-time $14,000 onboarding cost meant to better ease into the transition from one provider to another. We did not do that the last time and this is designed to remove the unknowns and allow for better expectations in performance to be established.

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Recommended action:

> *Motion, second to accept the proposal from Simple Networks in order to award a contract for managed information technology services subject to the preparation and approval of a contract by the Village Attorney.*

ATTACHMENTS:
1. McFarland Managed IT Proposal - Simple Network
2. Village of McFarland IT RFP FINAL 11112022

Consulting Firm Submitting the RFP

Shawn Nesbitt Consulting, LLC
d/b/a Simple Network Consulting
1310 Mendota Street, Suite 107
Madison, WI 53714
608-446-4464

Contact: Shawn Nesbitt snesbitt@sncllc.com 608-446-4464 x2010

Simple Network Consulting confirms that we understand the project needs, and commit to provide appropriate personnel, equipment, and facilities to perform the scope of services as required and defined in the Village of McFarland RFP request.

Our approach to this project is to be honest in our reporting, genuine in our caring for what is best for the Village, responsible for the work that is performed, grateful to be given the opportunity to work closely with you. Our objective is to surpass your expectations and change your experience in working with a local IT firm.

Experience and References:

Municipality	Contact	Services Performed
City of Verona	Adam Sayre – City Administrator adam.sayre@ci.verona.wi.us 608-845-6495 111 Lincoln Street Verona, WI 53593	Full IT Support / Budget / Planning / Network Design / Cyber Security for the following departments: Building Inspection / Fire / Library / Municipal Court / Administrative Building / Parks / Planning / Police / Public Works / Senior Center
Village of Waunakee	Renee Menthols – Finance Director rmeinholz@waunakee.com 608-850-6622 500 W. Main Street Waunakee WI 53597	Full IT Support / Budget / Planning / Network Design / Cyber Security for the following departments: Building Inspection / Fire / Library / Municipal Court / Administrative Building / Parks / Planning / Police / Public Works / Senior Center
Village of Cross Plains	Brian Mooney – Village Administrator bmooney@cross-plains.wi.us 608-798-3241 ex. 105 2417 Brewery Road Cross Plains, WI 53528	Full IT Support / Municipal Court / Administrative Building / Parks / Public Works
Village of Mazomanie	Peter Huebner – Village Administrator phuebner@villageofmazomanie.com 608-795-2100 133 Crescent Street Mazomanie WI 53560	Full IT Support / Budget / Planning / Network Design / Cyber Security / Business Continuity (Disaster Recovery) for the following departments: / Fire / Administrative Building / Parks / Planning / Public Works

Objectives:

Request	Response
Timely and efficient response to help desk requests.	Support requests are answered on average in under 30 minutes
Ability to respond in crisis, emergency situations.	Emergency response is included with your agreement
Modern knowledge of cyber security and backup technologies	We promote use of software / tools that are industry leaders in cyber security and disaster recovery / business continuity
Proactive partner with the Village to truly manage the network.	Utilizing the industry's leading Remote Monitoring and Management software, combined with Artificial Intelligence endpoint protection and a 24 x 7 SOC (Security Operations Center) we are here to assist you
Ability to plainly explain issues and problems to a level of basic understanding.	Our ability to communicate with any level of clients is one of our strong suits
Dependable and reliable in communications.	With multiple ways to communicate with us (phone, email, and client portal) communication with us is easy to do
Offering recommendations to the Village on the improvement of its network.	We can assess your existing environment and provide input on the results, while keeping your budget in mind
Help our Employees to learn how to use their technology solutions more effectively	We offer on-site, off-site, or on-line training for a wide variety of solutions that would help to improve efficiencies
Provide options and creative solutions for hardware and software needs.	Working with multiple verticals (and Clients) allows us a unique perspective and suggest what might work best
Ensure that our technology platforms, solutions, and tools are always relevant, consistent, secure, cost-effective, and avoid unexpected surprises.	Keeping modern technology top of mind is key to security. Our global partnerships allow us to keep costs to a minimum and continues to keep your technology running

Technical Proposal:

Proactive: Identify any IT related issues and propose a resolution for anything found. Identify and inventory all IT equipment. Validate functionality of backups and recovery system. Using our 24x7 Remote Monitoring & Management (RMM) agent we will identify any security or experience updates needed, and schedule installation of those that are found. Provide a software and hardware inventory report for all the devices which have the RMM agent installed. Reporting of valuable network wide information can be requested at a moment's notice. Firmware / BIOS updates when needed. We have a 24x7 SOC (Security Operations Center) associated with our industry leading XDR (eXtended Detection and Response) Artificial Intelligence based Automated Cyber Security software.

Security: Review current network security protocols (who / what devices have access to the network) and validate the security level for any Internet of Things (IoT) objects on the network. Review administrative permissions on the network level (who has credentials to log in). Identify if VLANS (Virtual Local area Networks) are used, or needed (for surveillance, VoIP, Security, Physical Door activation, etc.). Review SSID (Service Set IDentifier) names and types of security associated with each.

Review accounts within the AD (Active Directory) and online to ensure that that they are current. Review AD accounts with administrative permissions and verify that they should have this permission. Monitor the AD for unwanted / suspicious accounts. Review network shares for permissions to ensure proper levels are in place. Review Firewall / Router settings and logs. Review System logs on servers and Workstations for Critical Errors. Act on any action items as identified. Assist in creation of an environment designed to keep cyber security top of mind.

Consulting: Create dialogs with third party vendors, and the heads of the departments to identify what their roles are, and how they help the Village, and see if anything needs to be addressed. Provide insights on current technologies. Take part in meeting with both the Village leadership and associates to better understand short - and long-term goals. Review activities performed with administration on a regular basis. Provide regular communications to the Village Administrator and Department Leads.

Support: 12 x 5 IT Help Desk and after hour emergency services, help ticket creation through phone, email and client portal, assistance and collaboration with 3rd party IT, internet and telecommunication service providers, consultation on replacement/integration for aging IT equipment and ensuring uninterrupted business operations. Provide on-site support for Village Employees. Hold monthly discussions to cover topics of current interest and reporting on a vast array of insights of your technology.

Organization: Access to your secure client portal will provide you with insights to all your configurations, tickets, invoicing, and your very own KB (Knowledge Base) repository. Our goal is to provide complete transparency to your infrastructure, and operations surrounding your IT environment. Regular status updates to inform on help desk, projects, and future objectives.

Training: We can provide your staff members with training on most every mainstream software. We can also provide training on correct procedures while using company devices, to keep your network safe. Assist staff members on how to properly navigate all the security hurdles, and any future topics that are relevant to the successful operation of the Village.

Budget: Keeping your costs within budget is always a challenge, especially when the market fluctuates so much. We 'lock-in' pricing with our vendors to provide for a means to control volatile market spending. Identifying underlying issues and resolving them traditionally will assist in lowering the costs of operations. Providing a forecast for security initiatives, keeping in mind performance and operations complexity reduction is key to saving money. Provide budgetary means to operate within the calendar year. We can provide examples of costs savings that we have found and implemented, that exceed 30K per calendar year if desired.

Key Personnel:

Our Managed Service Agreement provides a team of Engineers to support your account. Each will understand your business operations and needs. Their duties will vary by experience and overall workload, but as a team they will work together to ensure all your day-to-day IT issues are resolved. 24x7 Monitoring of your devices, backups, and cyber security will allow you to focus on your work, not your network. You will have a Team of 4 dedicated to your support.

PATRICK MAHONEY **Senior Systems Engineer**

Pat has worked with local communities and businesses in southern Wisconsin for 30 years, providing everything from network management to hardware break\fix solutions. This encompasses work with local communities for approximately 24 years, including Waunakee (21 years), Verona (20 years), and Cross Plains (19 years). In addition to network management, Pat has helped with the planning and design of new construction for municipal buildings.

- Setup, Migration and Management of Microsoft 365 for Waunakee, Verona, and Cross Plains.
- Setup and Design of Arbitrator storage and backup solutions for both Waunakee and Verona Police Departments, working with this application approximately 15 years
- Squad car laptops for both Verona and Waunakee.
- Worked with OnBase doing the install and upgrades for the Records Management software at Waunakee.
- Part of the original install of TDS Managed IP at both Waunakee and Verona. In charge of making changes and supporting issue resolution for the City of Verona, including new phone setups, day-to-day adds, moves, changes, and systems management.
- Work with both Verona and Waunakee Police Departments with the CJIS Audit every 3 years to help them meet the security requirements needed to meet their standards.
- MCSE, Network + and A+ certifications.

SEAN EBERLE **Systems Engineer Level I**

Sean has worked in the IT field for over 15 years in support and maintenance of businesses technology and infrastructure. Working with Microsoft and Apple in creating a secure and operational environment for end users of any size business.

- Server / Workstation / Laptop setup / deployment / support
- Hardware builds for desktops and servers
- Configure / installation / support of surveillance camera systems
- Configure install / support routers, firewalls, printers, repeaters, wireless access points, NAS, and various other peripherals
- Work with various hardware repair issues (laptop screens / memory upgrades, etc.)

PAUL RIGGS **Network Engineer Level II**

Paul has worked in Corporate IT for many years– his first 20 years in site-specific IT, then 7 years in Global IT as a contractor - maintaining and troubleshooting servers, LAN, WAN, VPN, firewalls, proxy servers, and managing backups, network security and monitoring of various IT devices. He is currently working with Managed Services clients, monitoring, maintaining, and troubleshooting client servers, PCs, networking devices, networking connections and backups.

- Manage Google, Microsoft 365, and Domain accounts
- Install, update, and troubleshoot software, including Microsoft 365, Caselle Connect, and Sound Organizer
- Maintain and troubleshoot PC's, domain controllers and file servers
- Maintain and troubleshoot Internet, LAN, and Wi-Fi connections
- Configured a VPN solution to work with the router for all remote users
- Manage backups. Retired existing backup system and replaced with a cloud managed backup system.

Frank Conway **IT Manager**

Frank has worked with Shawn Nesbitt since 2015. Frank has experience working with an MSP (Managed Services Provider) in Los Angeles California focusing on the hospitality industry, in addition leading the Email migration and client management with Cheapcaribbean.com. Frank focuses on working with owners / management to ensure objectives are being met on time, and within budget.

- Monitoring agents for all of the assets in each company
- Scheduling resources to best meet clients' needs
- Communicating with staff and making sure issues are addressed promptly
- Setting up an on-call schedule for afterhours support
- Assisting the team with any questions they might have
- Work with clients to control costs

Responsibilities and lines of communication for each Engineer:

Primary Consultant	Patrick Mahoney	pmahoney@sncllc.com	608-446-4464 x3018
Secondary Consultant	Sean Eberly	seberle@sncllc.com	608-446-4464 x3013
Tertiary Consultant	Paul Riggs	priggs@sncllc.com	608-446-4464 x3017
IT Manager	Frank Conway	fconway@sncllc.com	608-446-4464 x3011

Quality Control Measures:

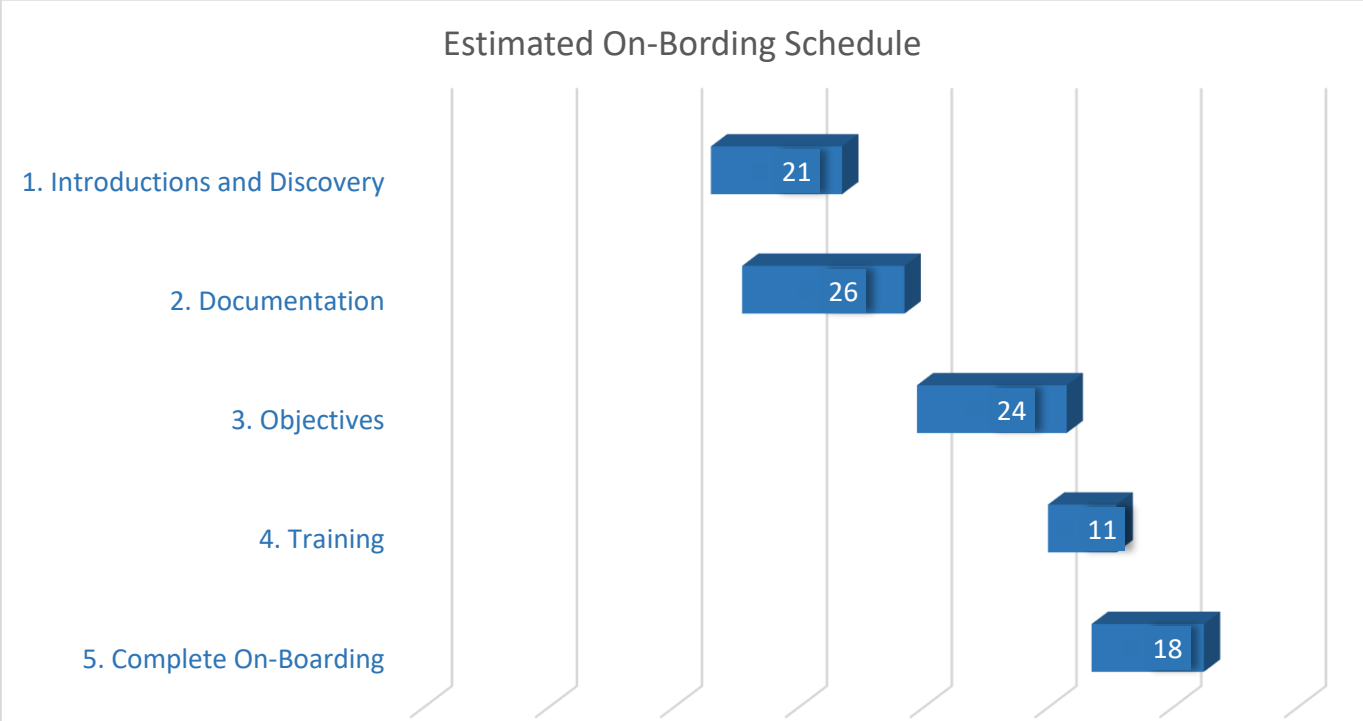
We subscribe to the four methods to ensure quality assurance Is maintained. The four methods to achieve quality assurance we use are as follows:

- Planning
- Control
- Assurance
- Improvement

Using our decades of experience with our talented staff members we have regular meetings to provide planning for our client's projects. Our industry specific software allows us to control all stages of a project and activities Assurance; we provide you with assurance in everything that we do. While we strive to provide the highest level of workmanship, we still learn new things every day. Improving our skills and staying current with technology standards, helps us serve our clients even better.

Our work plan for 100 Days On-Boarding for the Village of McFarland IT services:

Our Key Initiatives and 100 days on boarding timelines are



	5. Complete On-Boarding	4. Training	3. Objectives	2. Documentation	1. Introductions and Discovery
date	5/1/2023	4/24/2023	4/3/2023	3/6/2023	3/1/2023
duration	18	11	24	26	21

Phases for On-Boarding – 100 Days:

- Phase I Introductions and Discovery [21]
  - Meet with Department Heads
  - Identify any current issues needing attention
  - Identify existing support accounts and remove them
  - Create our support accounts
  - Install our support tools
  - Allow our support tools to identify any issues
  - Resolve any issues found by our support tools

- Phase II Network Documentation [26]
  - Using our tools, we will identify Network Objects
  - Document all Network Objects
  - If an existing network map is present, validate it
  - If no network map exists, create one
  - Electronically document Internal network
  - Electronically document external network

- Phase III Key Objectives - Identify and Document [24]
  - Verify VLAN / SSID / VPN / Firewall / Backups / are setup correctly
  - Verify Licensing is current and accurate
  - Active / Retired asset list is accurate
  - Confirm software installed on servers is current and functional
  - Validate current security measures are being taken
  - Define Automate reports
  - Confirm / Introductions with third party vendors

- Phase IV Training [11]
  - How to submit a help request
  - How to use your client portal
  - How to safely navigate websites
  - How to safely manage emails

- Phase V Complete On-Boarding [18]
  - Review results from first 60 days with department heads
  - Confirm key objectives are being met
  - Set regular check-ins with department heads
  - Review automated reports with department heads

The On-Boarding process will involve additional staff members not listed in this RFP. These employees will provide various assistance to ensure that data is accurate, and timelines are met.

Cost and Labor Proposal:

Cost -

a. On-boarding $14,000.00

b. Managed Services Agreement

Year 1	Year 2	Year 3
$34,932.00	$35,980	$37,059

c. Project Based fees $105.00 per hour*

i. *Standard Hours M-F 7A – 7P CST

ii. After hours and weekends time and a half

iii. Holiday hours double time

**Estimated Labor Hours- We base our fees on the quantity of devices, and not by hour. We anticipate an average of 25-30 hours per month throughout the term of your contract.

Supplemental Information / Additional Scope Fees:

Items in contract will need to be addressed on an individual basis based on contract terms and end dates. Examples: Anti-Virus may be in contract currently so it wouldn't make financial sense to change out the product until the contract has been completed. Backup may have an in-contract license where it would make sense to complete the term before changing it out to an online backup to make the most of the investment. Because of these examples, we will not be including these fees in our initial proposal. We can outline the costs associated with Cyber Security in a line item but will need to better understand the needs of the backups before a cost can be associated. Cyber Security $8.50 / device / month.

VILLAGE OF

McFarland

Request For Proposals

Managed IT Service Provider

RFP Issuance Date: November 11, 2022

RFP Due Date: December 9, 2022

Please Submit to:

Village of McFarland – Managed IT RFP
Attn: Village Administrator
5915 Milwaukee Street, PO Box 110
McFarland, WI 53558

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SECTION 1 Purpose

A. **Executive Summary** – The purpose of this Request for Proposals (RFP) is to receive competitive proposals from qualified Consultants who are interested in in providing comprehensive Managed IT Services for the Village. The Village government is comprised of seven Village Board members, (one President and six-trustees), all elected at large, and staggered two-year terms. Village Staff is lead by a full-time Administrator that reports directly to the Village Board and oversees the day-to-day operations. The Village has 60 full-time staff and ten part-time employees within the Administration, Community and Economic Development, Communications and Technology, Fire and Rescue, Library, Public Works, Police, and Senior Outreach Services Department.

B. **General Purpose** – The purpose of the Request for Proposal is to obtain proposals from qualified IT managed service providers. The Village shall review proposals to identified the proposal most advantageous to the Village. We are looking for a qualified provider to provide consultation, and support on the items contained within the scope of work.

SECTION 2 History and Background

A. **General** – The Village is located adjacent to the southeast side of the City of Madison in Dane County. The current population of McFarland is estimated at 9,331 residents. The Village is serviced by US Highway 51 serving as the main connection point between the cities of Madison and Stoughton. The Village's primary departments include Administration, Community and Economic Development, Communications and Technology, Fire and Rescue, Library, Public Works (including Parks and Utilities), Police, and Senior Outreach Services. More information about the Village is available at www.mcfarland.wi.us.

SECTION 3 Plan Objectives

The work of the Managed IT Services Provider will meet the following objectives in order to partner with the Village to manage its network:

i. Timely and efficient response to help desk requests.

ii. Ability to respond in crisis, emergency situations.

iii. Modern knowledge of cyber security and backup technologies.

iv. Proactive partner with the Village to truly manage the network.

v. Ability to plainly explain issues and problems to a level of basic understanding.

vi. Dependable and reliable in communications.

vii. Offering recommendations to the Village on the improvement of its network.

viii. Help our Employees to learn how to use their technology solutions more effectively.

ix. Provide options and creative solutions for hardware and software needs.

x. Ensure that our technology platforms, solutions, and tools are always relevant, consistent, secure, cost-effective, and avoid unexpected surprises.

SECTION 4 Scope of Work

A. The Village's Managed IT Services Provider works under direction of the Village Administrator, with day-to-day reporting to the Communications and Technology Director. The Village is seeking a firm to provide service in a full-cycle consultative manner, ostensibly as an extension of staff. A firm that will work with staff to determine and assess objectives, identify new areas of opportunity, and recommend technologies, solutions, and services to keep the Village in line with industry best practices.

The following outlines various duties/responsibilities that the Village may expect from your firm. This list is not meant to be comprehensive, but rather to provide a general sense of the type of services expected.

Perform Maintenance IT Services

- Perform services required by the Village, which includes but not limited to: server integration, network services, wireless interconnectivity, network security, backup and recovering, consulting, mobility solutions, VOIP and IP network assessment, implementation services and support, structured cabling, facility services, and paging.
- Serve as consultative interface for the Village in dealing with third parties such as application providers, software applications, internet service providers, and telecommunications circuit providers.
- Assist Communications and Technology Director in ongoing cyber security training initiative for Village employees.
- Provide monthly report summarizing status of current projects and tasks.
- Provide telephone and/or remote based support via software agent, at a minimum of Monday through Friday, 7:30 a.m. to 4:30 p.m.
- Provide proactive architectural and/or process improvement recommendations to Village staff.
- Communicate with Department Heads on regular IT tasks and upcoming projects/initiatives.
- Document all procedures and operations related to IT general maintenance and provide access to documented procedures to Village staff.
- Provide regular and ongoing training on new technologies available to Village staff and Board and how said technologies can aid in the improvement of processes.
- Provide on-site, help desk assistance to Village employees.

Managing Annual IT Expenditures

- Work with Department Heads for IT needs development and project planning.
- Update and manage the annual IT asset list outlining all IT related expenses.
- Generate memo/proposal communicating all proposed IT projects for the upcoming year with the Village Administrator and appropriate Department Head(s) by August of each year.
- Review the proposed annual budget to assure all IT approved projects are included. Present best IT practices in the industry when proposing budget and capital expenses to proactively address IT related security and performance concerns.
- Maintain asset management software of all Village devices, software, and hardware.

Proactive Environment Management, Monitoring, and Administration

- Software agent based 24x7x365 PC monitoring of: PC/workstations, servers, network, firewall and overall IT environment.
- Preventative maintenance and security of software utilized by the Village.
- Malware and anti-virus software protection monitoring and management.
- Monitoring and management of system backup jobs, server usage, and firewalls as needed and assigned.
- Review of firewall and VPN log files as assigned.
- Firewall configuration changes and updates including firewall software updates as assigned.
- Configuration of secured VPN access for remote users and to outside systems.
- Segregation of networks and systems required for enhanced security.
- Ensuring appropriate security protocols and access methods for all wireless access points.
- Configuration and maintenance of network switches and other network infrastructure.
- Installation, configuration, and management of server software.
- Adds/moves/changes domain users.
- Active/retired asset audit and reporting.
- License compliance monitoring and license management.
- Automated weekly and monthly system status and performance reporting.

SECTION 5 Deliverables

A. In carrying out the Scope of Work detailed within Section 4, the Managed IT Service Provider must prepare or provide to the Village various Deliverables. "Deliverables" are work products including but not limited to written reviews, recommendations, reports, analysis, and any other task needed by the Provider to fulfill Section 4 of this RFP for the Village. The provider is also responsible for ensuring that work products delivered are successfully completed to the sole satisfaction of the Village. Provider will further agree they have the capabilities to fulfill these deliverables and demonstrate their ability to provide for the Scope of Services.

SECTION 6 RFP Submittal Requirements

A. Qualification Details consisting of:

i. **Cover Letter** – Including, but not limited to a statement of understanding and approach to this project.

ii. **Experience** – A summary of three to five similar or relevant projects that the applicant has executed within the last ten years. Electronic links to full copies of similar or relevant plans are encouraged. Hard copies of similar or relevant plans are not desired and can be provided electronically.

iii. **References** – Provide three municipal client references for which the applicant has provided similar services within the last ten years and which assigned staff member(s) they worked with. Include the name, email, and telephone number of the contact person and a description of services provided to that contact.

B. Technical Proposal consisting of:

i. **Scope of Work** – A description of the approach to be taken toward completion of each item listed under Section 4 of this RFP, including any draft and final deliverables. An explanation of any variances to the proposed Scope of Work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal or from past project experiences.

C. Project Management Plan Proposal consisting of:

i. **Key Personnel** – A list or organizational chart of personnel directly assigned to the project, along with responsibilities on this project and resumes. Clearly illustrate the responsibilities and lines of communication and authority relative to your project management team. Describe your plan to interface with the Village. The Village reserves the right to approve Consultant's project manager, any requested personnel, and/or subcontractor changes during contract.

ii. **Quality Control** – Describe quality control measures and processes to ensure the Services rendered are acceptable.

iv. **180 Day Onboarding plan** – Provide overview of the plan/roadmap for onboarding your firm's services into day-to-day operations of the Village. Please include an overview of your change management and communication processes and plan for the transition.

v. **Supplemental Information** – Any other information deemed necessary to address the requests of this RFP.

D. Cost and Labor Hours Proposal consisting of:

i. **Cost** – Outline any/all fixed costs and hourly rates your firm would propose for specific services outlined in the Scope of Services above. The Village is seeking a three-year contract, with options for renewal in subsequent years.

ii. **Estimated Labor Hours** – A summary of estimated labor hours by task, or phase, that clearly identifies the project team members, their hourly rate, and the number of hours performed by each participant organized by task or phase.

iii. **Additional Scope/Fees** – Total fee, hours per employee, and hourly rates by employees, for any additional services not identified as included in the Consultant's base Scope of Work.

E. General requirements consisting of:

i. **Due Date** – *Responses to the RFP must be received by 4:30 PM CST on Friday, December 9, 2022*. Proposals received late, for any reason, shall not be accepted.

ii. **Format & Location** – Prospective consultants shall provide one (1) electronic PDF copy. RFP submittals shall be emailed to Village Administrator at matt.schuenke@mcfarland.wi.us, subject: Managed IT Provider RFP. Alternatively, consultants may submit an electronic PDF copy via a USB flash drive to the Village of McFarland-Municipal Center RFP, Attn: Village Administrator, 5915 Milwaukee Street, PO Box 110, McFarland, WI 53558.

SECTION 7 Evaluation Criteria

A. The following criteria will be used to evaluate each proposal submitted:

i. **Key Personnel (15 points)** – Experience and qualifications relevant to key personnel and their associated project roles and estimated labor hours.

ii. **Project Experience (15 points)** – Level of experience completing similar work with local government entities of similar size, structure, and complexity.

iii. **Scope of Work (25 points)** – Level of responsiveness and technical approaches to the scope of work outlined within the RFP. Demonstration of knowledge and innovative approaches particular to the desired Scope of Work and Plan Objectives.

iv. **Cost Effectiveness (25 points)** – Ability to meet budget/value as related to proposed and additional costs. Hourly rates of key personnel. Estimated total labor hours.

v. **Project Schedule (10 points)** – Ability to be responsive in meeting schedule required to complete the plan and deliverables. Quality, clarity and creativity of proposed planning process and public engagement.

vi. **Quality of Submittal (10 points)** – Quality, clarity and completeness of submittal package, including identification of draft and final deliverables. Consultants shall not submit verbatim sections of this RFP as their proposal.

SECTION 8 Method & Timeline of Selection

A. The Village Administrator, Deputy Administrator/Clerk, and Communications/Technology Director will conduct the evaluation of proposals submitted. This will comprise the RFP Evaluation Team. They will make a recommendation to the Village Board for action. The following method and timeline will be utilized in order to select the desired proposal:

i. **November 11, 2022** – RFP Issuance Date.

ii. **December 9, 2022** – RFP Due Date.

iii. **December 12-16, 2022** – During this week, the Evaluation Team will review the proposals and decide which, in its sole discretion, it chooses to further consider via an in-person or virtual interview.

iv. **December 19-30, 2022** – During this week, the Evaluation Team may host interviews of perspective consultants in order to make a selection. Please identify in your proposal if there are any dates to avoid scheduling an interview should your proposal be selected for further consideration.

v. **January 5, 2023** – The Evaluation Team will make its recommendation to the Village Board for their consideration to award a proposal.

vi. **January 10, 2023** – The Village Board will take final action to consider acceptance of the recommended proposal and enter into a contract for this purpose.

vii. **March 1, 2023** – Estimated anticipated start date for managed IT services.

SECTION 9 Terms and Conditions

Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP can be cause for rejection of the proposal. The Village may reject any proposal if it is conditional, incomplete, contains irregularities, or if in the sole discretion of the Village not considered in our best interest. The Village may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded a contract. A prospective Consultant may be requested for an interview at the sole discretion of the Village. The recommended Consultant will be selected and approved by the Village Board.

The Village uses a standard template contract (Exhibit A) for such services and will require its utilization for this project. A copy of the standard template can be provided for review upon request and will be updated to adapt to the proposal ultimately selected.

There is no expressed or implied obligation for the Village to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under Wisconsin law. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

The Village will not discriminate against individuals due to sex, race, religion, creed, color, national origin, age, disability, sexual orientation, ancestry, marital status, arrest or conviction record, military service, or any other characteristics protected by law. This applies to all Consultants submitting proposals to this project and their sub-consultants.

The Village reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village and the Consultant.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement shall be vested in the Village.

The Village reserves the right to reject any or all proposals submitted.

SECTION 10 RFP Exhibits

Exhibit A: Standard Contract Template