

AGENDA
CITY OF MONONA
COMMUNITY DEVELOPMENT AUTHORITY
Monona City Hall – Conference Room
5211 Schluter Road, Monona, WI
Tuesday April 27, 2021
6:30 pm

NOTICE OF ELECTRONIC MEETING

Note: CDA Members will meet remotely via Zoom virtual meeting. Additional details below.

1. Call to Order
2. Roll Call
3. Approval of CDA Meeting Minutes of March 23, 2021.
4. Appearances
5. Public Hearing (None)
6. Old Business (None)
7. New Business
 - A. Consideration and possible action on 615 W. Dean Ave Renew Monona Loan Program Request – Taymoor Sardar and Darcy Wittberger
8. Update on Existing and Proposed Developments
 - A. Staff Report on Development Projects and Applications.
 - B. CDA Questions and Requests for Information Concerning Development Projects.
9. Upcoming CDA Meetings – May 25, 2021
10. Adjournment

ELECTRONIC MEETING INFORMATION NOTICE

Due to the current state of emergency because of the COVID-19 pandemic, this meeting will be conducted via electronic videoconferencing/teleconferencing. As such, it is likely that some or all members of, and a possible quorum, may be in attendance via electronic means and not physically present. In accordance with Wisconsin law, the meeting will remain open to the public. The public may still attend in person at the location stated in this agenda. However, due to the need to maintain social distancing in accordance with Emergency Order #12 (Safer At Home Order) and the limited physical space available, the public is encouraged and requested to also attend via electronic means. Directions to do so are listed at the bottom of this agenda. Upon reasonable notice, the needs of disabled individuals will be accommodated through auxiliary aids or services. For additional information or to request this service, contact Joan Andrusz at 608-222-2525.

DIRECTIONS TO ATTEND MEETING ELECTRONICALLY

You may attend via videoconference at <https://us02web.zoom.us/j/84722493811> or by downloading the free Zoom program to your computer at <https://zoom.us/download>. At the date and time of the meeting log on through the Zoom program and enter Meeting ID: 847 2249 3811.

You may attend via telephone conference by calling the following phone number:

PHONE NUMBER: 1-312-626-6799 / MEETING ID: 847 2249 3811, FOLLOWED BY #

Please Mute Your Phone When Not Speaking To Ensure Best Possible Audio Quality.

Note: Upon reasonable notice, the City of Monona will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Joan Andrusz at (608) 222-2525 (not a TDD telephone number), FAX (608) 222-9225, or through the City Police Department TDD telephone number 441-0399. The public is notified that any final action taken at a previous meeting may be reconsidered pursuant to the City of Monona ordinances. A suspension of the rules may allow for final action to be taken on an item of New Business. It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice.

**Minutes
Community Development Authority
March 23, 2021**

Chair Stolper called the Community Development Authority (CDA) meeting to order at 6:30 pm.

Present: Chair Tom Stolper, Alder Jennifer Kuhr, Mr. Jeff Staver, Mr. Dave Lombardo, Mr. Scott Kelly, and Alder Doug Wood.

Excused: Andrew Homburg.

Also Present: City Administrator Bryan Gadow, City Attorney Bill Cole, City Planner Doug Plowman, Mayor Mary O' Connor, and Greg and Margaret Jakubczak.

MINUTES

A motion by Ms. Kuhr, seconded by Mr. Wood, to approve the minutes of the September 22, 2020 meeting carried.

APPEARANCES

There were no appearances.

NEW BUSINESS

- A. Consideration and possible action on 201 Stone Terrace Renew Monona Loan Program Request – Greg and Margaret Jakubczak

Mr. Jakubczak provided an overview of their Renew Monona Loan Program (RMLP) request of \$75,000.00 for a kitchen, dining room, mater bedroom, bathroom remodel, as well as finishing the basement, new HVAC system and water heater, and residing and re-roofing the home. He indicated that they purchased the property 10-12 years ago, and want to keep up and improve the property. Alder Wood indicated that this was exactly the type of project that we wanted to see with the Renew Monona loan program.

Motion by Ms. Kuhr, second by Mr. Staver, to approve the RMLP request of \$75,000.00. for 201 Stone Terrace. Motion carried.

- B. Discussion/Recommendation on Recording of CDA Meetings

Administrator Gadow provided an overview of the City Council's discussion on the recording of committee meetings. After discussion, the Committee had mixed opinions on the matter, with some in favor of recording and publishing online, and others concerned about liability, as noting that the meetings are open to the public.

- C. Discussion/Consideration and possible action on participation in Wisconsin Economic Development Corporation's Connect Communities Program.

Administrator Gadow provided an overview of the WEDC Connect Communities program, noting that it was a technical assistance program for an annual \$200,000 cost. The general consensus of the committee was that they were supportive of participation in the program.

Motion by Mr. Wood, second by Ms. Kuhr, to approve an application for and participation in the WEDC Connect Communities program. Motion carried.

REPORTS OF STAFF AND CDA MEMBERS

Administrator Gadow provided an update on the recent One City School purchase of the WPS' Norby building. City Planner Plowman provided an update on the Plan Commission pre-hearings on the proposed redevelopment of the Monona Gardens site.

UPCOMING CDA MEETINGS

The next meeting will be Tuesday, April 27th at 6:30pm.

ADJOURNMENT

A motion was made by Ms. Kuhr, seconded by Mr. Kelly to adjourn. The motion carried. (7:15 pm)

**COMMUNITY DEVELOPMENT AUTHORITY
STAFF REPORT
CITY OF MONONA**

MEETING DATE: April 27, 2021

**AGENDA ITEM 6.A.
CASE NO. 2021-3**

Project: Request for Renew Monona Loan Funds
Project Address: 615 West Dean Avenue
Applicant: Taymoor Sardar and Darcy Wittberger

Proposal Summary:

In 2020, Mr. Taymoor Sardar applied for a received approval of a \$7,202.00 RMLP loan for the property at 615 W. Dean Ave (the "Property") for waterproofing of the basement and installation of a sump pump. However, Mr. Sardar opted to not begin the project due to the onset of COVID-19, and returned the loan funds to the City.

Mr. Sardar and Ms. Darcy Wittberger (the "Applicant") are submitting a new request for a RMLP loan of \$22,845.00 for the Major Home Rehab category (the "Application") to conduct the following improvements to the existing basement (the "Project"):

- Remodeling of the basement with new walls and flooring
- Waterproofing of the basement and installation of sump pump.
- Updated electrical systems

Per the Application, the proposed total cost of improvements is \$45,692.40 with the loan request of \$22,845.00. The Applicant provided cost estimates for the proposed basement project, which is included as Attachment 4.

Staff Review of Eligibility Criteria:

	Criteria	Criteria Met	Notes
1	Property is owner-occupied	Yes	Mr. Sardar currently resides at the residence and purchased it in 2017.
2	Assessed Property Value	Yes	Total Assessed Value (TAV) of \$274,000.00 as of 1/1/2021.
3	Assessed Property Value less than or equal to 120% of Median Sold Home Price	Yes	TAV of \$274,000.00 is less than the 120% of the median assessed value of residential properties of \$358,200.00 as of 1/1/2021.
4	Applicant to maintain at residence for at least 2 Years after Project	Yes	Mr. Sardar and Ms. Wittberger indicated that they will remain at the residence for at least 2 years after the improvements are completed.
5	Proposed Improvements are to Primary Structure	Yes	Improvements to the basement of the primary structure.

5	Proposed improvements are eligible uses of Program Loan Funds	Yes	Basement remodeling, waterproofing and sump pump upgrades are an eligible use under the Major Home Rehab program.
6	Proposed improvements will increase the assessed value of the home.	Yes	Investment in waterproofing the basement addresses a recurring issue of water ingress during storms and snow melt. Remodeling of the basement will make the space more useable.
7	Proposed improvements will improve the attractiveness of the home and the neighborhood to potential future home buyers.	Yes	Investment in waterproofing the basement addresses a recurring issue of water ingress during storms and snow melt. Remodeling of the basement will make the space more useable.
8	Applicant is in good financial standing and gives the City of Monona permission to contact their mortgage provider to confirm.	Yes.	The Applicant has provided statements showing current good financial standing.

	Performance Criteria	Staff Comments
A	Proposed improvements are well chosen, are an appropriate use of loan funds, and fulfill an obvious need for the housing structure.	The improvements are well selected. They address a need for the home to prevent any damage from flooding and to allow full use of the basement, which is currently limited in its utility.
B	Improvements are long-lasting and will enhance the quality of the home for years to come.	The updates to the basement and sump pump are sound investments to the future of the home.
C	Proposed improvements will increase the energy efficiency of the home.	The sump pump will likely be more energy efficient than the existing unit.
D	The home where proposed improvements will occur is in an area in need of improvements or is in an identified preference area. This may include accessibility improvements or additions allowing the applicant to age in place.	

Financing the Project:

The Applicant has indicated that they will use other funding for their 50% portion of the Project (\$22,845.00), assuming that CDA approves the full loan amount.

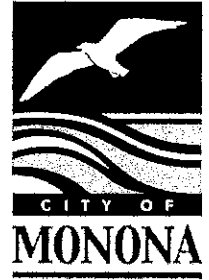
Recommendation:

Staff recommends CDA review and discussion of the application materials and make a recommendation on what, if any, loan amount should be provided for this Project.

Attachments:

- Attachment 1 – Mr. Taymoor Sardar and Ms. Darcy Wittberger’s Renew Monona Application Form
- Attachment 2 - Map of 615 West Dean Ave (from Dane County Property Information)
- Attachment 3 - Parcel Records for 615 West Dean Ave (from Dane County Property Information)
- Attachment 4 – Submitted Cost Estimate for Basement Work

Renew Monona Loan Program Application Form



Please complete and return to:
Monona City Hall
Attn: City Administrator/Economic Development Director
5211 Schluter Road
Monona, WI 53716
Phone: (608) 222-2525
BGadow@ci.monona.wi.us

All applications must be received by 5:00 pm on the closest work day to the first of the month to be considered for review at the next CDA meeting.

Applicant Information:

Name of Applicant: TAYMOOR SARDAR
Address: 615 W. DEAN AVE Phone: 312-209-8330
Name of Employer: STATE OF WISCONSIN / DEPT. OF CORRECTIONS Contact Person: VALENTE GONCALVES
Employer Address: 2099 E. WASHINGTON AVE, MADISON WI 53704
Employer Phone: GENERAL: 608-240-5000 Number of years at this job: 11-12 yrs
SUPERVISOR: 608-219-1511

Co-Applicant Information:

Name of Co-Applicant: Darcy Wittberger
Address: 615 W. DEAN AVE Phone: 414-688-3863
Name of Employer: UW-Madison Contact Person: Kate Kaminski
Employer Address: Bascom Hall / Observatory Dr. Madison, WI 53715
Employer Phone: 608-2163-8700 Number of years at this job: 11 yrs

Other Information:

Household size: 4 How long have you lived at your current residence? SINCE JULY 2017 / 4 yrs 9 mo
Do you rent or own your current residence? Rent Own
Have you purchased a home before? No
If yes, how long ago?: 0

Property Being Purchased or Where Improvements will be Made:

Property Address: 615 W. DEAN AVE
Number of bedrooms: 4 Age of home: _____
Are you currently: purchasing this home? residing in this home?

If purchasing, please complete the following information:

Offered purchase price: \$ _____ Amount of down payment: \$ _____

Realtor name and company: _____

Realtor Phone: _____ Do you have an accepted offer to purchase? _____

Primary lender name: _____

Primary lender address: _____

Primary lender contact person: _____ Phone: _____

Please Check the Program for Which You Are Applying:

X	Program	Description	Max Loan Amount	Terms
	Home Improvement Program	Home System Upgrades, Energy Efficiency, Renewable Energy Technology Installations, and Environmental Remediation (asbestos, lead)	\$15,000	Payments amortized over 10 years; 2% annual interest; Loan due upon sale or after 10 years. Construction must begin within 30 days of loan approval Construction must be completed within 180 days of start of construction.
X	Major Home Rehab Program	Major work such as adding floor, rooms, rehab of kitchens, baths, etc.	\$75,000	
	First-time Homebuyer Program	Provides no more than 40% of the required down-payment.	\$20,000	

Eligibility requirements apply, see program brochure for details.

All applicants, please use the space below to describe the home upgrades that you propose to make should you receive program loan funds:

THE BASEMENT FLOODS WITH HEAVY RAIN (+2 IN/24 HRS). THE SUMP PUMP IS SO OLD, THE COMPANY WAS BASED IN INDIANA & DOESN'T EXIST ANYMORE! THE SUMP PUMP DISCHARGED WATER INTO THE UNFINISHED PART OF THE BASEMENT, NEAR, BUT NOT IN THE FLOOR DRAIN, SO WATER SPRAYS EVERYWHERE. FOR ALL INTENTS & PURPOSES, THE "FINISHED" SIDE OF THE BASEMENT DATES TO THE 1960S AND IS IN A GENERAL STATE OF DISREPAIR. IT IS IN NEED OF REMODELING, NEW WALLS, FLOORING, UPDATED ELECTRIC, WATER CONTROL, ETC.

Professional cost estimate attached.

Total Cost of Improvements: \$ 45,692.40

Amount of Loan You Are Seeking: \$ 22,845.00

*The maximum loan amount is 50% of the total cost of improvements up to the limit of the program for which you are applying.

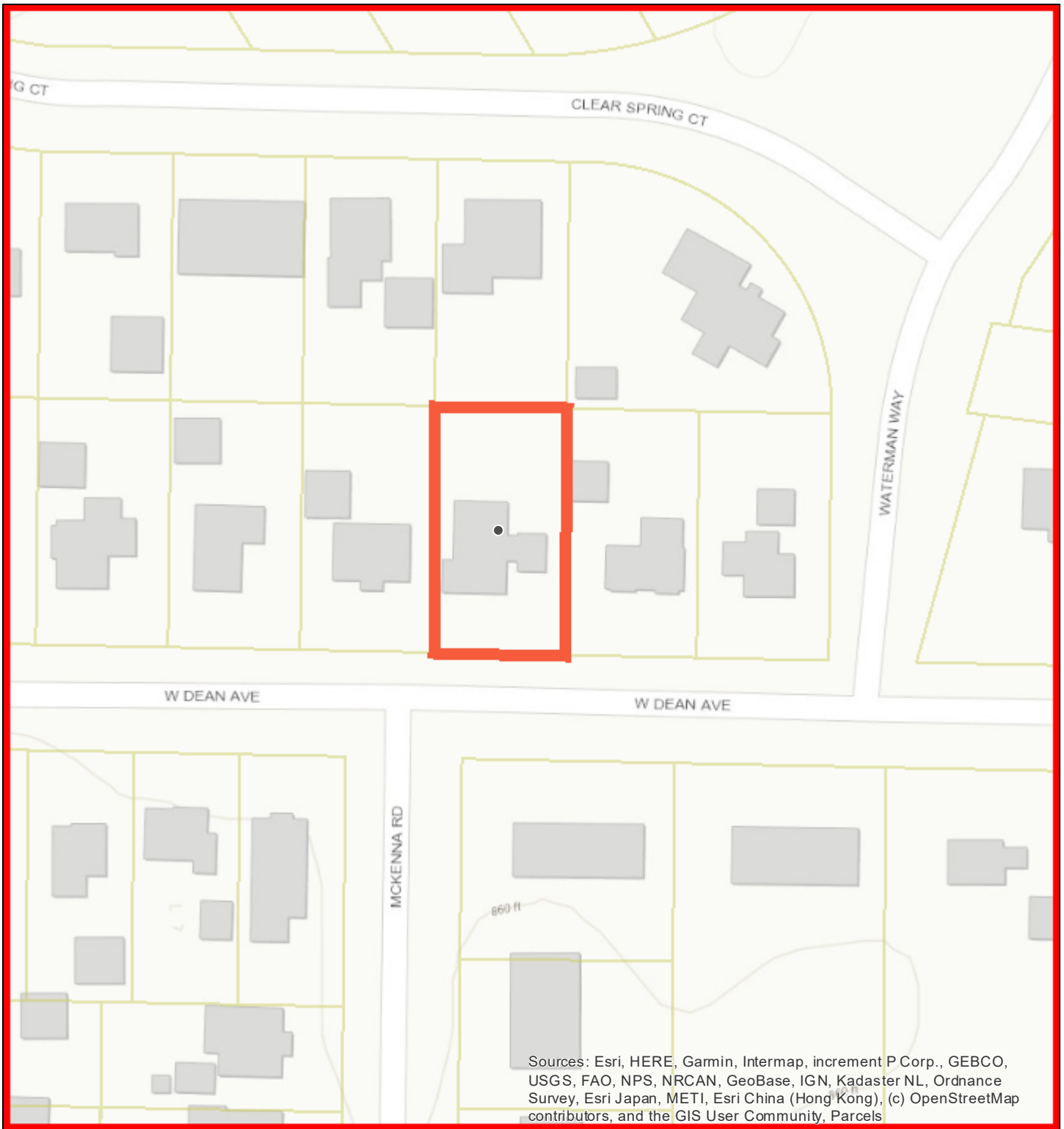
Certification: I hereby certify that to the best of my knowledge and belief, the content of the application is true and correct. I/we consent to the disclosure of such information for purposes of income and verification related to my/our application for financial assistance. I/we understand that giving false information on this application will result in disqualification from the Renew Mortgage Loan Program.

Signature of applicant: _____ Date: 4/1/2021

Signature of co-applicant: Darryl Williams Date: April 16, 2021

For internal use only

615 W Dean Avenue



March 17, 2020

Parcels

0 50 100 200 Feet



Parcel Number - 258/0710-171-4786-2

Current

Parcel Summary

Municipality Name	CITY OF MONONA
Parcel Description	TONYAWATHA SPRINGS REPLAT BLOCK 4 LOT 16...
Owner Names	
Primary Address	615 W DEAN AVE
Billing Address	615 W DEAN AVE MONONA WI 53716

Parcel Map



Current Year Assessment

Assessment Year	2020
Valuation Classification	G1
Assessment Acres	0.241
Land Value	\$70,700.00
Improved Value	\$204,200.00
Total Value	\$274,900.00

Current Year Taxes (2020)

Assessed Land Value	Assessed Improvement Value	Total Assessed Value
\$70,700.00	\$204,200.00	\$274,900.00
Taxes:		\$5,734.88
Lottery Credit(-):		\$217.05
First Dollar Credit(-):		\$88.57
Specials(+):		\$0.00
Amount:		\$5,429.26

Assessment Contacts

Assessment Contact Information	
For questions or to schedule an appointment contact:	
Assessor	ACCURATE APPRAISAL LLC
Phone	920-749-8098
Email	INFO@ACCURATEASSESSOR.COM
Clerk	JOAN ANDRUSZ
Phone	608-222-2525
Email	JANDRUSZ@CI.MONONA.WI.US

Districts

Type	State Code	Description
REGULAR SCHOOL	3675	MONONA GROVE SCHOOL DIST
TECHNICAL COLLEGE	0400	MADISON TECH COLLEGE
METRO SEWERAGE	5150	MADISON METRO SEWER DIST

Open Book/Board Of Review Dates

Zoning Information

Contact your local city, village or town office for municipal zoning information.

Recorded Documents

Doc. Type	Date Recorded	Doc. Number	Volume	Page
WD	07/19/2017	5342575		
PRD	11/20/1998	3048222		
SS	11/16/1977	1548147	884	436

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 License# 119800026

Prepared on:
 3-30-21

Prepared for:
 Taymoor Sardar
 taymoorsardar@aol.com
 H (312) 209-8330
 P (312) 209-8330

Proposal

Job location:
 615 West Dean Avenue
 Monona, WI 53716

Project Summary

My Basement	\$32,725.00
Total Investment	\$32,725.00
Total Discount	\$1,636.25
Total Contract Price	\$31,088.75
Deposit Required - 50%	\$15,544.38
Deposit Paid	\$0.00
Amount Due Upon Installation	\$31,088.75

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 120 days.

Authorized Signature _____ **Date** _____

Acceptance of Contract-- I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

Customer Signature _____ **Date** _____

Customer has received a copy of the "Basement Finishing Science" book. **Initial** _____

Job Details (Continued)

A) Customer may add wet bar sink and cabinet. He would be responsible for these items and install.

Job Details (Continued)

Specifications

Pre-Inspection/Walk Through prior to start of install. Install Basement to Beautiful Panel with EverLast Finished Panel as indicated. Install single sided, no-insulated partition wall with Finished Panel. Install double sided, non-insulated partition wall with Finished Panel. \$1500

Contractor Will

- 1.) Remove existing cabinets/shelving and finishings as necessary. Customer to restore or replace as necessary.
- 2.) Remove finished walls as necessary. Not responsible for replacement

Customer Will

- 1.) Move items at least 10 feet away from the work area.

Additional Notes

Customer to remove flooring.

Product List

TBF-Pre-Inspection, Pre-Inspection	1	Wall-Basement to Beautiful with Finished Panel, B2B-FP	61	Wall-Partition Wall-Non-Insulated-Single Sided-Finished Panel, PW-NISS-FP	42
Wall-Partition Wall-Non Insulated-Double Sided-Finished Panel, PW-NIDS-FP	7	Base Electric	1	Hvac Allowance	1
Outlets	12	3 way switches	2	Recessed can lights	15
Smoke/Co2	1	Arc Fault breakers	2	Dim Switch	2
Painted ceiling	525	Elite walnut flooring	525	Bi-Fold	1
Permit	1	Wall Demo	112	Gfi outlet for sump pump.	1
Add Tv Block TBD where	1	Decorative surround post	2	Crown molding around painted ceiling	92

Limited Warranty

Standard Exclusions Permitted By State Law

This Foundation Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of Badger Basement Systems ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties and no warranties that extend beyond the description on the face hereof, including NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

General Terms

For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry.

Exclusions

THIS WARRANTY DOES NOT COVER, CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR, AND CUSTOMER HOLDS CONTRACTOR HARMLESS FROM: 1) exterior waterproofing; 2) plumbing damage; 3) Customer-caused damage; 4) dust from installation; 5) damage to real or personal property such as walls, countertop, or floor coverings, framing, sheetrock, exterior materials, cabinets, appliances, and so on, including any damage alleged to have been done by the Contractor's use of heavy equipment necessary to complete the job; 6) any injury or damage caused by mold to property or person; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any cause outside Contractor's control; 8) damage from a lifting operation; 9) basement water seepage; and 10) damage from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils. While Contractor assumes responsibility for utility damage that occurs as a result of Contractor's installation, such protection is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons.

Items For Which Customer Is Responsible

Customer shall: 1) make full payment to the crew leader upon completion of work; 2) prepare the work area for installation; 3) be responsible for any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) mark private lines (satellite, propane, sprinkler, etc.); 5) maintain positive drainage away from the repaired wall(s); 6) keep gutters clean and in good working order; 7) direct downspouts a sufficient distance away from the repaired wall(s); 8) maintain proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

Warranty is in effect when job is completed and paid in full.

If water from the walls or floor wall joint passes through the perimeter water control system and onto the basement floor we will provide the additional labor and materials to fix the leak at no additional charge to the homeowner. This warranty applies to WaterGuard, and DryTrak systems, along the specific areas where the system is installed. Said warranty will be in effect for the lifetime of the structure. This warranty may be transferred to future homeowners provided we are notified within 30 days of the real estate transfer. The water control system shall not rust, rot or corrode for as long as you own the home.

If the entire perimeter of the basement was not treated, then additional work at additional charge could be necessary to extend the system or treat other areas or other problems not addressed by this work. In addition, a pump or power failure is possible, therefore this warranty is not a guarantee of a dry basement, as the scope of this work cannot guarantee that in all circumstances.

This warranty shall not apply to: condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, or efflorescence (white powder) on concrete. Contractor cannot be responsible for peeling paint, water once pumped from the house, dust created from installation, damage to hidden fuel lines or plumbing, or frozen discharge lines without an IceGuard. A DryTrak system alone will not eliminate seepage from floor cracks. Floor cracks are warranted against leakage with full perimeter WaterGuard systems.

Primary AC operated sump pumps and DC back-up pumps are covered under a separate manufacturer's warranty which is 12 months from date of installation. Failure of any pump for any reason is outside the scope of this warranty. Back-up pumps that run off a battery, if not maintained, or that are called on to run beyond the current life of the battery, can fail. These systems are very much recommended, but cannot be relied upon to work in every situation. Annual maintenance is recommended, to find potential problems, but not required for this warranty to be in effect. Electrical work is not included in the contract and problems from electrical connections or lack thereof are disclaimed.

Systems that drain to daylight cannot be warranted by the contractor if such drain: does not drain enough water, does not drain water from under the floor, clogs or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron gel or iron bacteria from the soil are rare, the contractor cannot be responsible for these situations, and that system will require cleaning, flushing or other service as necessary to keep it functioning for that particular situation. Wall cracks repaired with FlexiSpan are warranted against leakage for 5 years.

A CleanSpace, crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture needed for mold growth, however the encapsulation system does not claim to be a mold mitigation system. Wet crawl spaces require a drainage system, and a SmartSump system to remedy the problem with water below the CleanSpace liner. CleanSpace has a transferable 25 year warranty -- there will be no charge for service calls on any tears or holes in the CleanSpace liner, in the unlikely event this occurs. Sump pumps are covered under a separate manufacturer warranty. Installation of the system does not include extending discharge lines, or electrical work unless specified. Contractor is not responsible for frozen discharge lines without an IceGuard, water once pumped from house, or condensation.

THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION. Contractor will not be responsible for any damages caused by mold, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Homeowner agrees to keep area dry and report all other obligations on contractor's part. There are no other warranties verbal or written.

Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is: _____ or
2. The date you received this notice of cancellation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Badger Basement Systems

TF 800-262-1880

F 920-563-8359

badgerbasementsystems.com

PO Box 158

N1656 US Hwy 12

Fort Atkinson, WI 53538

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

I wish to cancel.

Owner's Signature

Date

Owner's Signature

Date

The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel.

Owner's Signature

Date

Owner's Signature

Date



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 License# 119800026

Prepared for:
 Taymoor Sardar
 taymoorsardar@aol.com
 H (312) 209-8330
 P (312) 209-8330

Proposal

Job location:
 615 W Dean Ave
 Monona, WI 53716-2035

Prepared on:
 3-30-21

Project Summary

My Basement	\$15,282.60
Total Investment	\$15,282.60
Total Discount	\$678.95
Total Contract Price	\$14,603.65
Deposit Required - 30%	\$4,381.09
Deposit Paid	\$0.00
Amount Due Upon Installation	\$14,603.65

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. Badger is not responsible for identifying or removing any asbestos or lead related items. This Proposal may be withdrawn if not accepted by the Customer within 120 days.

Authorized Signature _____ **Date** _____

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

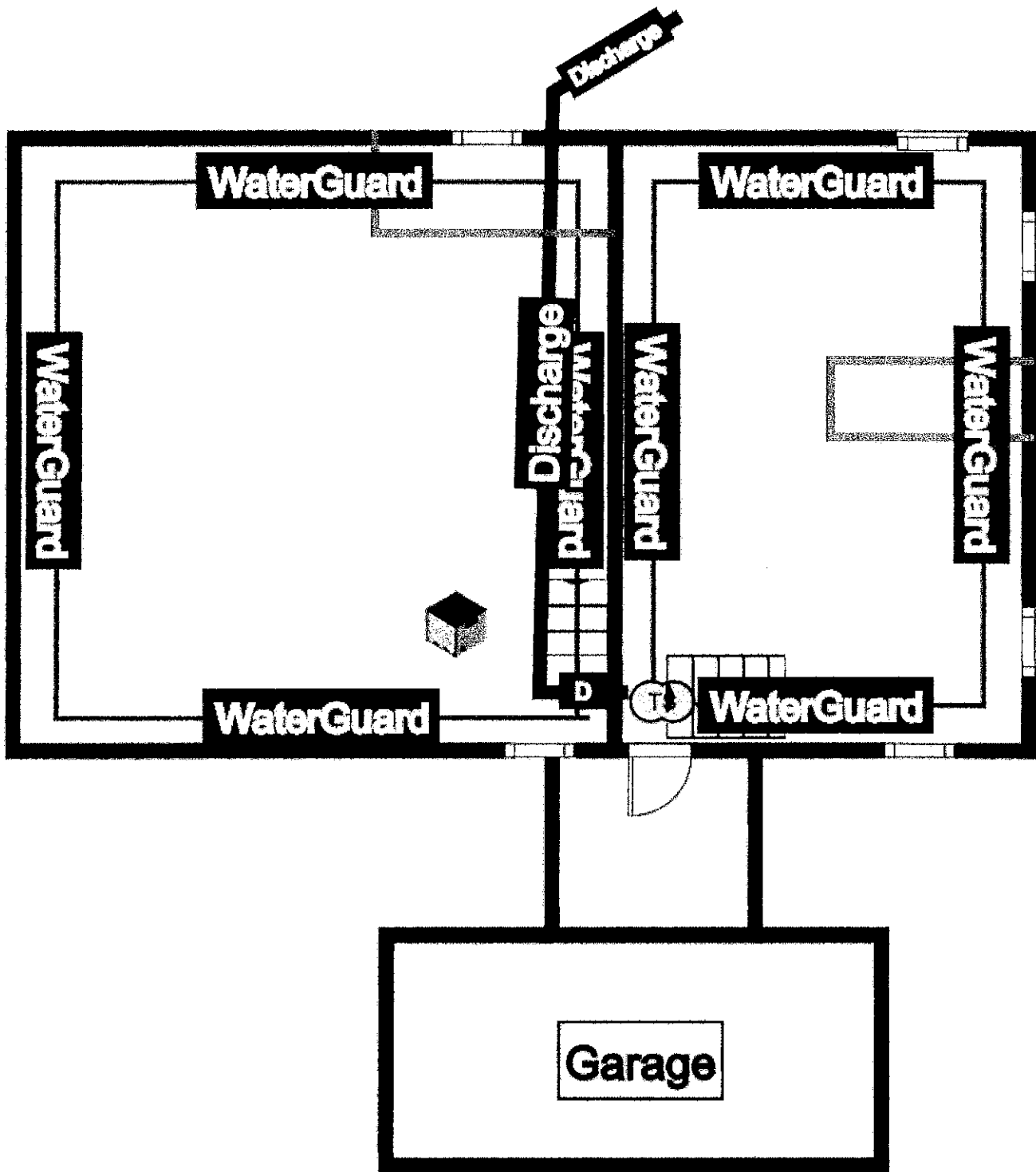
Municipality (city/town/village): _____

Customer Signature _____ **Date** _____

Full System was recommended **Initial** _____

Complete PolyLevel was recommended **Initial** _____

Job Details



Type of Wall Poured Concrete
 Existing Wall Finish Plain/Paneling
 Existing Floor Finish Concrete/Tile

Job Details (Continued)

Specifications

Install WaterGuard, FlowGuard or CactusBoard based on site conditions. If a monolithic floor is found additional charges may apply. If this occurs it will be discussed with customer first. Permit as needed per municipality requirements. Install TripleSafe pump system with twin liner, 1/3 hp cast iron primary AC pump, 1/2 hp cast iron AC back-up pump, and UltraSump battery back-up pumping system with charging/control box with alarm, and 120 amp sealed maintenance free battery. Includes 3 CleanPump stands, airtight lid with airtight floor drain, and WaterWatch alarm system. Install SaniDry Sedona to lower humidity and reduce odors. The Sedona has a 95 pint/day capacity and uses a merv 8 filter. It is energy star rated.

Contractor Will

Customer Will

- 1.) Move items at least 5 feet away from the work area.
- 2.) Remove cabinets/shelving.
- 3.) Provide proper dedicated electrical outlets for all pumps, and other electrical devices to be installed.
- 4.) TripleSafe pumping system requires 2 dedicated 15 amp circuits.
- 5.) Customer will remove flooring.
- 6.) Customer will remove bottom 12" of finished wall.
- 7.) If items are not completed in your "customer will" section the job may need to be reschedule, if this happens there is a reschedule fee of \$250. If personal items are not moved we may be able to move them for you, however this is a min. charge of \$250 to move personal items for the first hour and \$55/per person/per hour after then. Badger is not responsible for damages to those personal items.

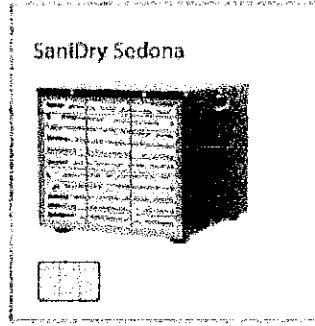
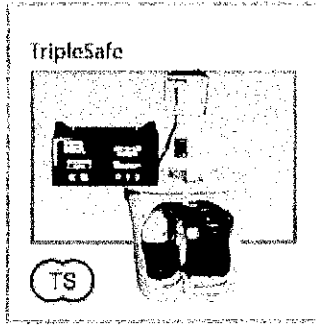
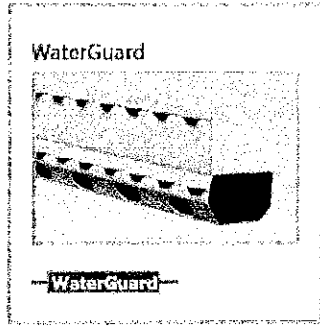
Additional Notes

Customer to remove bottom 6" of paneling with furrow strips.

Product List

WaterGuard	188 ft	Permit-1, Permit	1	TripleSafe	1
interior discharge	27	SaniDry Sedona	1	Sales Tax-5.5%-Sedona	1

Products



Recommendations to Your Project

Lift & Level Uneven Exterior Concrete	Bid Required
Stabilize Exterior Concrete	Bid Required
Divert Surface Water Away from Joints	Bid Required
Prevent Damage from Street Creep	Bid Required
Divert Roof Water Away from Foundation	Bid Required

Limited Warranty

Standard Exclusions Permitted By State Law - This Foundation Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of the contractor ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties, no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion or limitation of certain warranties, so some of the above exclusions and limitations may not apply to Customer.

General Terms - For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed, if Contractor is notified of the change within 30 days after the sale is complete. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor's workers are fully covered by Workers' Compensation Insurance.

Exclusions From This Warranty - This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer's negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage, where no water control system has been installed; 10) heave or any damages caused by it; and 11) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments.

Items For Which Customer Is Responsible - Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) maintaining proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

Water Control Systems/Pump Systems - If water from the walls or floor wall joint passes through the perimeter water control system and onto the basement floor we will provide the additional labor and materials to fix the leak at no additional charge to the homeowner. This warranty applies to Water Control systems, along the specific areas where the system is installed. Said warranty will be in effect for the lifetime of the structure. The water control system shall not rust, rot or corrode for as long as you own the home.

If the entire perimeter of the basement was not treated, then additional work at additional charge could be necessary to extend the system or treat other areas or other problems not addressed by this work. In addition, a pump or power failure is possible, therefore this warranty is not a guarantee of a dry basement, as the scope of this work cannot guarantee that in all circumstances.

This warranty shall not apply to: condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, or efflorescence (white powder) on concrete. Contractor can not be responsible for peeling paint, water once pumped from the house, dust created from installation, damage to hidden fuel/gas lines or plumbing, or frozen discharge lines without an IceGuard. Floor cracks are warranted against leakage with full perimeter Water Control systems with lateral installed or where a new concrete floor has been poured.

Primary AC operated sump pumps are covered under a separate manufacturer's warranty which is five (5) years from date of installation. DC back-up pumps are covered under a separate manufacturer's warranty which is one (1) year from date of installation. Failure of any pump for any reason is outside the scope of this warranty. Back-up pumps that run off a battery, if not maintained, or that are called on to run beyond the current life of the battery, can fail. These systems are very much recommended, but cannot be relied upon to work in every situation. Annual maintenance avoid most pump problems and other problems and is required yearly to maintain the water control warranty. The first service visit is free and there is a charge for service after that. Electrical work is not included in the contract and problems from electrical connections or lack thereof are disclaimed.

Systems that drain to daylight can not be warranted by the contractor if such drain: does not drain enough water, does not drain water from under the floor, clogs or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron gel or iron bacteria from the soil are rare, the contractor can not be responsible for these situations, and that system will require cleaning, flushing or other service as necessary to keep it functioning for that particular situation.

Wall Break Repair - Wall cracks repaired with FlexiSpan are warranted against leakage for the lifetime of the home.

CleanSpace Systems - A CleanSpace, crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture needed for mold growth, however the encapsulation system does not claim to be a mold mitigation system. Wet crawl spaces require a drainage system, and a SmartSump system to remedy the problem with water below the CleanSpace liner. CleanSpace has a transferable 25 year warranty - there will be no charge for service calls on any tears or holes in the CleanSpace liner, in the unlikely event this occurs. Sump pumps are covered under a separate manufacturer warranty. Installation of the system does not include extending discharge lines, or electrical work unless specified. Contractor is not responsible for frozen discharge lines without an IceGuard, water once pumped from house, or condensation.

Rockwell Egress System - Well itself has a ten (10) year warranty, Egress Window - twenty (20) years on glass portion, Egress Window - ten (10) years on non glass portion.

Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is: _____ or
2. The date you received this notice of cancellation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Badger Basement Systems

TF (800) 262-1880

O (920) 563-6136

F (920) 563-8359

www.badgerbasementsystems.com

PO Box 158

N1656 USH 12

Fort Atkinson, WI 53538

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

I wish to cancel.

Owner's Signature _____ Date _____

Owner's Signature _____ Date _____

The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel.

Owner's Signature _____ Date _____

Owner's Signature _____ Date _____