

Note to Commission

315 S. Baldwin Street

Reconsideration of denial of Certificates of Appropriateness for solar collector and skylight

The City Attorney's office has reviewed the state statutes regarding regulation of solar collectors. It is their opinion that according to the statutes, the City may continue its current practice of requiring building permits for solar collectors, to protect the health and safety of its citizenry. Madison General Ordinances state that a permit cannot be issued for sites zoned historic until the Landmarks Commission issues a Certificate of Appropriateness for the project. The Commission's role is limited by the state statute, though. The state statute requires us not to limit the use of a solar collector except in the event that there is an alternative location on the site for a comparable collector that will provide similar energy savings.

The owner, Mr. Kohn, has submitted an opinion from Full Spectrum Solar that states that there is no comparable location for the collector that is currently on the roof. Kay Schindel, a City staff person from the Engineering Department who has experience locating solar collectors, concurs with that opinion. Even if a large decrepit tree on the property were removed, the shading from near-by trees and buildings would result in a considerably lower energy performance than the existing rooftop installation and also would cost more money because of the need for a pole and undergrounding of lines to the building.

Therefore, in my opinion, the Landmarks Commission has no choice but to issue a Certificate of Appropriateness for the existing collector.

Regarding the skylight, I have done a little web surfing regarding the energy efficiency of skylights. The general conclusion seems to be that there are so many variables involved that it is nearly impossible to determine the energy impact of a skylight. While the tenants of this building have stated that their light bulb usage is greatly reduced, the loss of heat through a skylight in our harsh winters must certainly be a negative factor. Basically, I don't think that one can contend that a skylight necessarily saves energy. Nevertheless, the impact of the skylights on this building is certainly negligible when there is a large solar collector on the other side of the gable.


I recommend that the Commission approve the issuance of Certificates of Appropriateness for both the solar collector and the skylight. This should be with the understanding that each case should be considered based on its particular characteristics and that it is highly recommended to the neighborhood and City Planning that they should consider changes to the ordinance that will address these two issues.

K. H. Rankin

October 30, 2007







66.0401 

SUBCHAPTER IV


REGULATION

66.0401 Regulation relating to solar and wind energy systems.66.0401(1) 


(1) Authority to restrict systems limited. No county, city, town, or village may place any restriction, either directly or in effect, on the installation or use of a solar energy system, as defined in s. 13.48 (2) (h) 1. g., or a wind energy system, as defined in s. 66.0403 (1) (m), unless the restriction satisfies one of the following conditions:

66.0401(1)(a) 


(a) Serves to preserve or protect the public health or safety.

66.0401(1)(b) 

(b) Does not significantly increase the cost of the system or significantly decrease its efficiency.

66.0401(1)(c) 

(c) Allows for an alternative system of comparable cost and efficiency.

66.0401(2) 

(2) Authority to require trimming of blocking vegetation. A county, city, village, or town may provide by ordinance for the trimming of vegetation that blocks solar energy, as defined in s. 66.0403 (1) (k), from a collector surface, as defined under s. 700.41 (2) (b), or that blocks wind from a wind energy system, as defined in s. 66.0403 (1) (m). The ordinance may include, but is not limited to, a designation of responsibility for the costs of the trimming. The ordinance may not require the trimming of vegetation that was planted by the owner or occupant of the property on which the vegetation is located before the installation of the solar or wind energy system.

66.0401 - ANNOT. 

History: 1981 c. 354; 1981 c. 391 s. 210; 1993 a. 414; 1999 a. 150 ss. 78, 79, 84; Stats. 1999 s. 66.0401; 2001 a. 30.



FULL SPECTRUM S O L A R

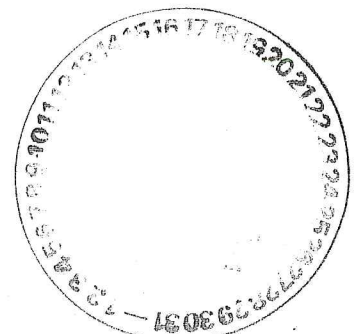
100 S. Baldwin St., Suite 101
Madison, WI 53703
Tel/Fax (608) 284-9495
info@fullspectrumsolar.com
www.fullspectrumsolar.com

Installation & Repair – Residential & Commercial – New Construction & Retrofit – Solar
Electric & Solar Thermal

October 8, 2007

Madison Landmarks Commission,

Upon review of the Kohn property backyard, I have found the solar window insufficient for installation of a solar electric ground mounted or pole mounted system. I have included the below picture as a recording of the solar window in the most shade-free portion of the backyard.





As documented in the photo, a ground mounted system would have major shading in the morning and afternoon throughout the year, and would not generate power from this location during the months of December and January. The solar window of 9AM to 3PM is about 60% shaded by the Kohn building, neighboring red brick building, and neighbor's tree.

Thank you,

Ross Reykdal
Office Manager
Full Spectrum Solar



FULL SPECTRUM S O L A R

100 S. Baldwin St., Suite 101
Madison, WI 53703
Tel/Fax (608) 284-9495
info@fullspectrumssolar.com
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Electric & Solar Thermal

October 15, 2007

Madison Landmarks Commission,

On October 11, 2007, I performed a Solar Pathfinder assessment at two locations on the property at 315 S. Baldwin. Location #1 is on the roof, at the bottom center of the PV array. Location #2 is on the ground in the back yard. These assessments are in addition to the assessment made by Mr. Ross Reykdal. Our ground readings were taken at different locations in the back yard so as to accurately measure the shading. By comparing the air and ground reports I would not recommend a ground site at 315 S Baldwin. There is not enough sun at either ground site.

GROUND

Average % sun (annual) 35.88%
Average Daily sun hours 1.64

AIR

Average % sun (annual) 75.53%
Average daily sun hours 3.48

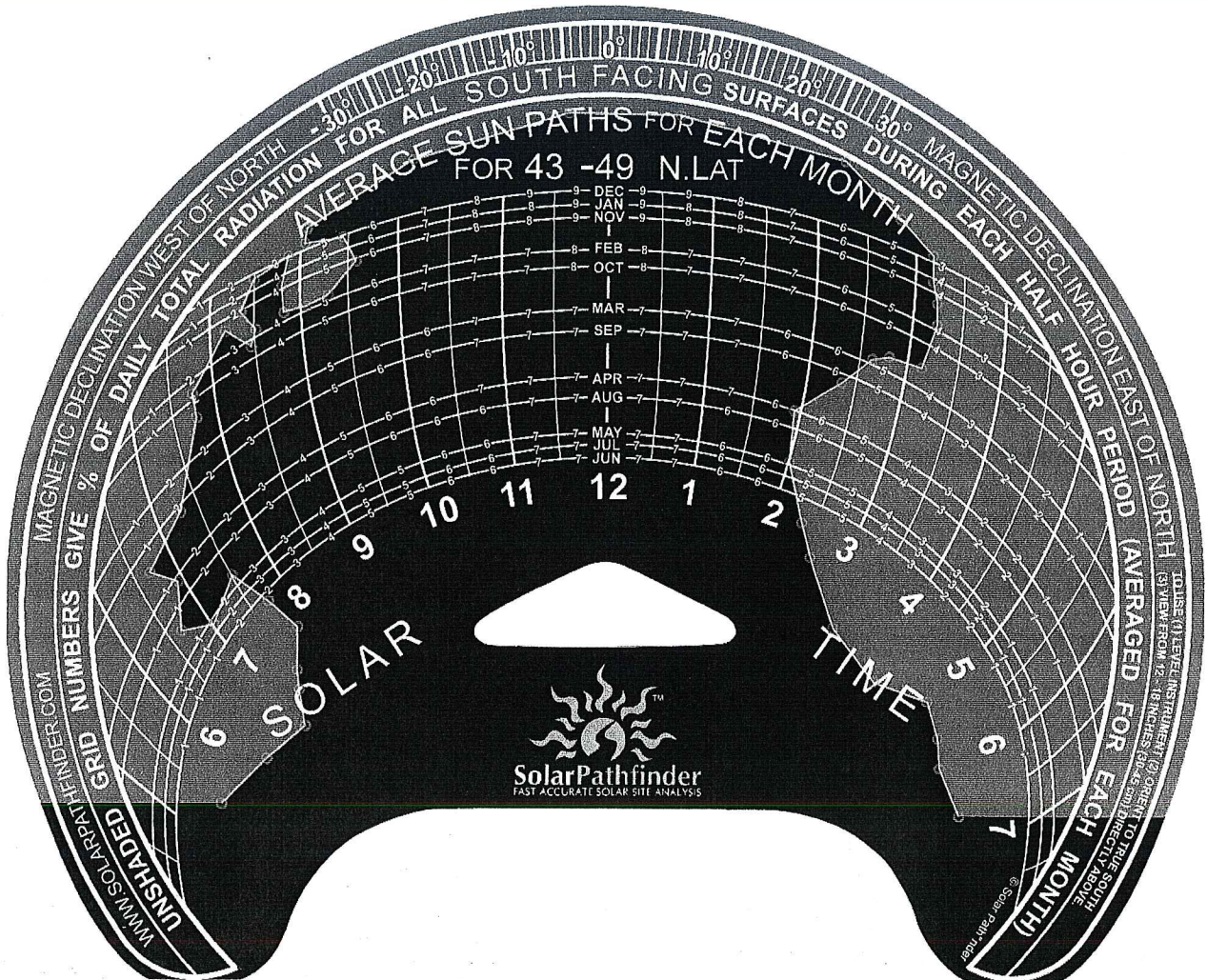
Respectfully submitted,

Mike Bernhard
Master Electrician/certified PV Site Assessor
PV System designer/installer
Full Spectrum Solar

Solar Site Analysis Report

Report Title: Kohn air
 Image File: Kohn air.jpg
 Report Date: Sunday, October 14, 2007
 Declination: -2 deg
 Latitude/Longitude: 43.053 / -89.353
 Analysis Site: MADISON, WI, Zipcode: 53703
 Weather Station: MADISON, WI, Elevation: 262 m
 Station/Site Distance: 5.64 miles
 Array Type: Fixed
 Tilt Angle: 45.00 degrees
 Cost of Electricity: 10 cents/kWhr
 DC Rate: 2.60 kW
 Derate Factor: 0.8
 Azimuth (180 = south): 135.00 degrees

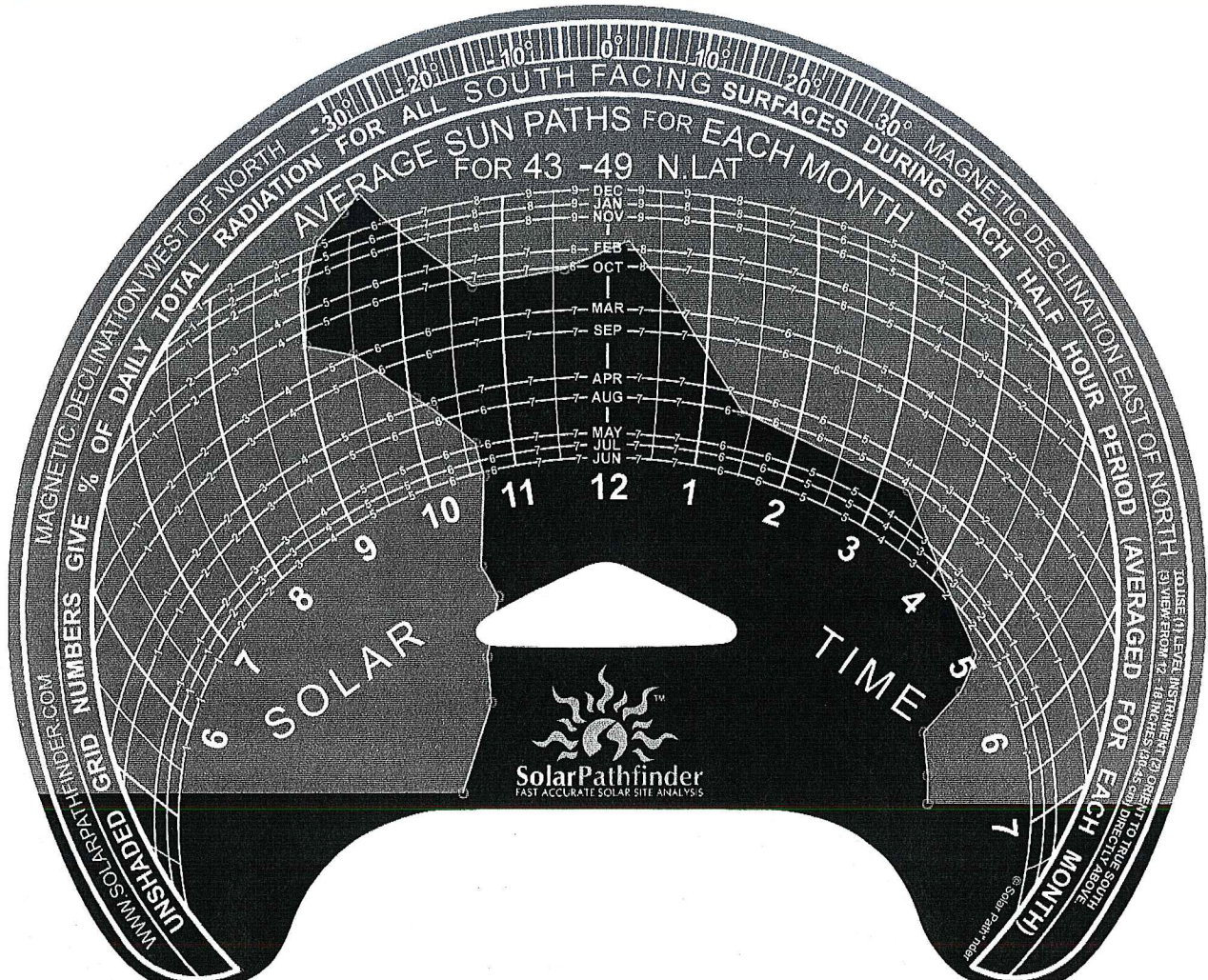
Month	Unshaded % of Ideal Site Azimuth=180.0 Tilt=43.1	Actual Solar Rad w/ Shading Azimuth=135.0 Tilt=45.0 KWH/m ² /day
January	85.00%	2.35
February	88.60%	3.54
March	80.60%	3.60
April	75.60%	3.68
May	72.70%	4.19
June	72.20%	4.19
July	72.60%	4.25
August	74.30%	4.61
September	80.00%	3.75
October	89.40%	3.28
November	84.60%	1.98
December	85.80%	2.07
Totals	80.12%	41.48
		Effect: 75.53%
		Sun Hrs: 3.46



Solar Site Analysis Report

Report Title ground
 Image File ground.jpg
 Report Date Sunday, October 14, 2007
 Declination -2 deg
 Latitude/Longitude 43.053 / -89.353
 Analysis Site MADISON, WI, Zipcode: 53703
 Weather Station MADISON, WI, Elevation: 262 m
 Station/Site Distance 5.64 miles
 Array Type Fixed
 Tilt Angle 45.00 degrees
 Cost of Electricity 10 cents/kWhr
 DC Rate 2.60 kW
 Derate Factor 0.8
 Azimuth (180 = south) 135.00 degrees

Month	Unshaded % of Ideal Site Azimuth=180.0 Tilt=43.1	Actual Solar Rad w/ Shading Azimuth=135.0 Tilt=45.0 KWH/m ² /day
January	10.20%	0.34
February	21.50%	0.99
March	42.90%	2.01
April	42.80%	1.87
May	60.00%	2.64
June	62.60%	2.86
July	61.20%	2.84
August	41.80%	2.23
September	42.60%	1.91
October	31.60%	1.32
November	12.10%	0.45
December	7.80%	0.25
Totals	36.43%	19.70
		Effect: 35.88%
		Sun Hrs: 1.64



Mr. Randall Page, Chair
Madison Landmarks Commission
City of Madison
215 MLK Blvd
Madison, WI 53703

Dear Mr. Page

I appeared before your committee twice between May 1, 2007 and June 15, 2007. I was denied permission to keep a permanent skylight at 315 S. Baldwin. It is not my intention to disobey city orders nevertheless I feel adamant that the removal of one skylight will pose an unusual financial as well as ethical difficulty on me. The impact of this one skylight is de minimus. As seen from photos taken the third week of August, there is very little if any visibility of the particular skylight. It is unfortunate that the ordinances are not current to the extent that we as a society are facing an energy crisis and must make allowances for energy conservation.

The present tenants at 315 S. Baldwin are the recipients of a green building. From testimony you are receiving, I rehabilitated a very old brick structure far beyond the level of quality that most would have even dreamed of. Because of the number of skylights on the second floor and first floor, my tenants have not needed to turn on the interior lights during the daytime they are present. If we are to move forward as a responsible society, all measures to reduce energy demands are appropriate.

The visual impact of this one particular skylight from the street will be most prominent from November – May. I will agree that during these 6- 7 months, the said skylight will be quite visible from the street. However during 4-5 months of the year, there is almost no visible impact.

Lastly, I wish to point out that I bought and remodeled another 1870s house (with one prominent streetward skylight) on the 1000 block of Williamson St. and have lived there since 1982. I have invested immensely in the Williamson St. neighborhood for over ¼ century. Numerous properties have been the target of my improvements. Unfortunately, I am too modest to carry on.

I urge you to reconsider my request to keep this skylight intact.

Sincerely,

A handwritten signature in black ink that reads "Mike Kohn". The signature is written in a cursive style with a long horizontal line extending to the right.

Mike Kohn

1014 Williamson St

Madison, WI 53703

315 s. baldwin street
madison, wi 53703
608 - 278 - 1880

Kim & Jason®

To the Members of the Landmark Commission:

This letter is to address the skylight issue at 315 S Baldwin Street. As the tenants of the newly renovated building, we are in favor of keeping the skylight for the following reasons:

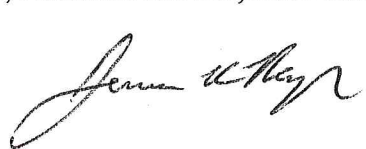
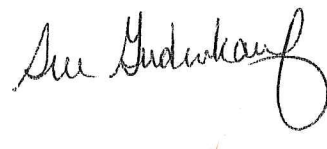
- 1) One thing that drew us to establish our business in the space is the great building. Having natural light enhances the work space with sunlight which contributes to better productivity and positive work flow.
- 2) Not only does the skylight contribute to a bright open work space we have used minimal electricity for lighting which in turn means a lower ecological impact.
- 3) If it were determined that the skylight would have to be removed, the loss of work due to construction would be considerable. The President's office would be completely unusable while any renovation took place. Computer equipment as well as art supplies would have to be moved or be inaccessible while workers were in the space, not to mention interference with day to day business caused by noise and debris.

It's our opinion that the low profile of a skylight on a well-maintained building is much better than unkempt lawns, worn porches and unsightly satellite dishes on other buildings in the neighborhood.

Choosing to incorporate environmentally sound components while preserving the architectural integrity of this building should not be condemned but be applauded.

Sincerely,

  
Jason Kotecki, President and the JBiRD iNK Team

a special delivery from the merry band of dreamers at JBiRD iNK, Ltd. escape adulthood at www.kimandjason.com



glueck architects

116 North Few Street
Madison, Wisconsin 53703
(608) 251-2551
(608) 251-2550 fax
glueckarch@sbcglobal.net

September 13, 2007

Randy Page
Member, Landmarks Commission
City of Madison
Madison, WI

Randy,

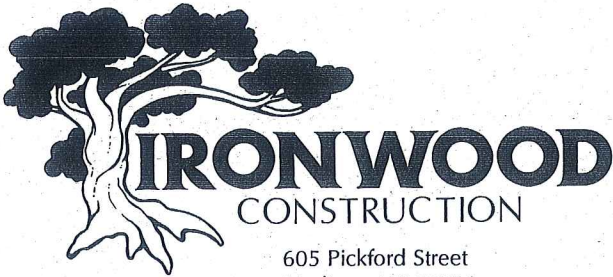
I am writing regarding the property at 315 South Baldwin Street in Madison. I am the architect of record for the project.

With regard to the three skylights on the northwest facing roof, my understanding is that the Commission recommended removal of the one closest to the street. I feel that the group of three skylights looks balanced from both the interior and exterior. It provides wonderful daylighting into the space so that the occupant need not turn on the lights during the day. I also feel that the skylights are not particularly noticeable from the street, as they are not large, the street runs uphill from the northwest, and buildings on this blockface are tightly spaced.

Thanks for your consideration of my comments.

Sincerely,

Jim Glueck, AIA
Glueck Architects



605 Pickford Street
Madison, WI 53711

September 1, 2007

Randall Page
Landmarks Commission

Dear Mr. Page,

I write to inform you of some of the facts surrounding the house at 315 S. Baldwin. Mike Kohn hired our company to do structural framing, window & door replacement, and rough carpentry. In our work with him, I observed him going the extra mile to make the project historically consistent and up-to-date in its amenities. He removed the electrical panel from the front of the building and repaired the stone coping at his own expense after the electrician had roughly placed it in full view - a 2' x 5' x 8" deep, gray metal box. He replaced all the windows with true-arched windows, when he could have blanked-off the arched tops and just installed a rectangular window. This probably doubled his material cost.

We satisfied George Stilgatis, the building inspector, in all respects. We spent several days changing the framing of the entrance door to allow for a full 3' wide entrance door --- all in an attempt to save the arched, brick opening. Mike had us install a lower level back door with an ADA sill to allow for a future, handicap entrance. He allowed us to completely beef-up the floor framing to bring it far above the minimum.

Mike lives and works in the Willy St neighborhood. He views it as his home. From what I have seen, he works to preserve its character and enhance its livability.

Sincerely Yours,
Nels Diller

C.C. Mike Kohn

Affordable Exteriors, LLC.

1-800-NEW-ROOF

(800-639-7663)

1019 Vilas Ave., Madison, WI 53715

Fax 608-255-4443

Name: <u>Mike Cohen</u>	Home Phone:	Date: <u>9.11.07</u>
Job Address: <u>315 S. Baldwin</u>	Work Phone:	Billing Address:
City & State: <u>Madison, WI 53703</u>	Cell Phone:	Attn:

- Tear off all existing roofing to decking
- Install 36" wide ice & water shield on all eave edges and valleys
- Install 15# roof felt on balance of roof
- Install new aluminum roof edging if needed
- Install new plumbing stack and valley flashings
- Install new roof vents to code
- Re-flash chimney if needed
- Install new dimensional 30 year roof shingle
- Clean jobsite and haul away roofing debris
- Provide permit, license, & insurance certificate
- 30 Year Manufacturers Warranty / 10 Year Craftsmanship Warranty

Shingle Color Choice

X _____

We must have full access to entire perimeter of building for staging and execution of work. We are not responsible for any damage to driveway or yard. Customer hereby agrees that if amounts due and owing are not paid as specified below customer shall be liable for all costs of collection, including but not limited to, reasonable attorneys fees and costs.

Notes:

If any roof sheeting is needed it will be done at a cost of \$40 per 4'x8' sheet
Remove skylight, repair hole structurally, to code.
Reshingle to match existing shingles as close as possible.
Haul away debris.

WE HEREBY PROPOSE to furnish labor and material necessary in accordance with the above specifications for the sum of \$ 685.00

Payment will be due in full on completion. A service charge of 1.5% per month will be added to all outstanding invoices.

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Payment will be made as stated above.

Customer Signature _____	Date _____
Sales Representative <u>Dolby Paul</u>	Date <u>9.11.07</u>
Management Approval _____	Date _____



Proposal Agreement

9/6/2007

Owner:

Mike Kohn
1014 Williamson St
Madison, WI. 53703

Project address: 315 S. Baldwin

This Agreement is made and entered on this Thursday, September 06, 2007 by and between Mike Kohn ("Owner") and TDS Custom Construction, Inc. ("Contractor").

The Owner and Contractor agree as follows:

Section 1 The Work

The Contractor agrees to provide the construction and services described here and no other construction or services (the "Work"):

General Outline of Project:

- Remove one skylight from roof on north side at front of building
- Frame in opening; Patch Roofing and drywall
- Insulate and paint to blend with existing finishes

#100 General Conditions and Comments

- 01) Project Management, permits and site protection.
- 02) Recycling:
 - 1.02.1. Contractor will recycle cardboard and other materials as required by state law.
 - 1.02.2. Recycle all metal
 - 1.02.3. Donate all excess and usable materials to Restore or equivalent charity organization. Verify with Owner

Section 2 Date of Commencement and Substantial Completion

The date of commencement of the Work shall be: **within the month of October 2007** The Contract Time shall be measured from the date of commencement. The Contractor shall achieve Substantial Completion of the Work as follows: **Within 2-3 weeks of commencement**, subject to adjustments of this Contract Time as provided in this Agreement. Substantial Completion is the date on which Contractor determines the Work is suitable for its intended use. If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delays in deliveries, abnormal adverse weather conditions, any act or neglect by the Owner or Owner's agents or other contractors, delay authorized by Owner, or any causes beyond the Contractor's control, the Contract Time shall be extended by change order for such time as the Contractor shall determine.

Section 3 Contract Sum=\$4900.00

The Owner shall pay the Contractor **Four Thousand Nine Hundred Dollars** (the "Contract Sum") for the Contractor's performance of the Contract, subject to additions and deletions as provided in this Agreement.

Section 4 Payments

The Owner shall pay the Contractor the Contract Sum in three installments:

First Payment: \$1200.00 due and payable concurrently with execution by Owner of this Agreement,

Final Payment: The entire unpaid balance of the Contract Sum is due and payable upon Substantial Completion.

Payments due and unpaid bear interest from the date payment is due at the rate of twelve percent (12%) per annum. Owner's obligation to pay the Contract Sum is unconditional and not subject to offset.

Section 5 Allowances

An allowance is an estimate of cost when a portion of the Work to be performed cannot or has not been defined. Materials, labor or equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work. Whenever the final, adjusted costs of the allowance items are more or less than the listed allowance in the Scope Of Work, the Contract Sum shall be adjusted by Change Order as follows:

Whenever the final, adjusted costs of the allowance items are more or less than the listed allowance in the Scope Of Work (or Section #2300 of this contract), the Contract Price shall be adjusted by Change Order as follows: In the event the cost of the finalized allowance item is more than the listed allowance, the difference will be added to the Contract Price. Upon final selection of material allowances, the labor to install those items may also be subject to change. Any labor adjustments will be itemized and charged at the rate of pay specific to the contractor responsible for each selection. Additional design fees may also apply and will be itemized accordingly. In the event the costs of the finalized allowance items are less than the listed allowance, the difference will be subtracted from the Contract Price. Contractor's profit and overhead will not be credited back to Owner.

Section 6 Changes in the Work (Change Orders)

If Owner requests changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Sum and Contract Time shall be adjusted. Such changes in the Work shall be authorized by written change order signed by the Owner and Contractor. The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement of the parties. If a change in the Work provides for an adjustment to the Contract Time, the adjustment shall be determined by Contractor in its sole discretion.

All Change Order work will be performed at the following rates of pay:

- 1. TDS Designer/Project Manager-- **\$70.00/HR**
- 2. TDS Carpenters-- **\$60.00/HR**
- 3. TDS Painter-- **\$54.00/HR**
- 4. TDS Cabinetmakers-- **\$60.00/HR**
- 5. TDS Laborers-- **\$54.00/HR**
- 6. Work performed for professional services, by subcontractors, and all materials costs will be charged to Owner with Contractor's profit and overhead added to Contractor's invoice cost at the rate of **20%** for Overhead and **10%** for profit in order to arrive at the amount due.

Section 7 Concealed or Unknown Conditions

If a concealed or unknown physical condition is encountered at the site which Contractor determines causes an increase in the Contractor's costs of, or time required for, performance of the Work, the Contract Sum and/or Contract Time shall be adjusted. The adjustment to the Contract Sum in such circumstances shall be determined by mutual agreement of the parties and any adjustment to the Contract Time shall be determined by Contractor in its sole discretion.

Section 8 Warranty

The Contractor warrants to the Owner that the materials and equipment furnished under the Contract shall be of good quality and new unless otherwise required or permitted by the Contract Documents or Owner and that the Work will be free from defects not inherent in the quality required or permitted. The Contractor's warranty excludes (and Contractor shall have no liability to) remedy for damage or defect caused by movement of the structure, abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear, tear or usage. The Contractor shall not be liable for any damages or defects caused by or relating to any Owner-supplied or installed material, equipment or fixtures. Contractor does not warrant that new materials will match existing finishes, materials or conditions. The Contractor's warranty shall commence on the date of Substantial Completion of the Work. The Contractor's warranty is expressly conditioned upon Owner's payment of the Contract Sum and the other conditions established in this Agreement.

THE EXPRESS WARRANTIES ESTABLISHED IN THIS SECTION 8 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PRUPOSE.

Section 9 Correction of Work; Warranty Claims

(a) If, within one year after the date of Substantial Completion of the Work, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it after receipt of written notice from the Owner to do so. The Owner shall give such notice within five days after first discovering the condition complained of. During the one-year period for correction of Work, if the Owner fails to give Contractor the requisite notice of the condition, the Owner waives the right to require correction by the Contractor. The costs of correcting such Work shall be at the Contractor's expense. The Contractor may correct such Work in such manner and at such time or times as the Contractor shall determine in its sole discretion.

(b) If, within one year after the date of Substantial Completion of the Work, a breach of the warranty established under Section 8 is found to exist, the Contractor shall repair or replace the condition giving rise to the breach after receipt of written notice from the Owner describing the condition. The Owner shall give notice of such breach within five days after first discovering the condition giving rise to the breach. During the one-year period for repair of warranty claims, if the Owner fails to give the Contractor the requisite notice of the condition, the Owner waives the right to require repair or replacement. The nature and scheduling of the work to repair or replace the condition giving rise to the breach shall be determined by Contractor in its sole discretion. The Owner's remedy in the event of a breach of the warranty established under Section 8 is limited to the right to require repair or replacement as described in this subparagraph.

- **NOTICE CONCERNING CONSTRUCTION DEFECTS: Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project. Section 895.07(2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor. All parties are bound by applicable warranty provisions.**

Section 10 Termination of the Contract; Expenses

Contractor may, upon seven days' written notice to the Owner, stop the Work in the event (i) Owner fails to make any payment when due and such failure continues for a period of 10 days; (ii) the Owner and Contractor fail to agree on the adjustment of the Contract Sum under Sections 3 through 6 or (iii) the Owner breaches any other provision of the Contract. In the event Contractor stops the Work and

the Work is re-commenced, the Contract time shall be extended for such period as Contractor determines. If Contractor stops the Work, the Contractor may upon fourteen days written notice to the Owner terminate the Contract and recover payment for the Work executed and loss with respect to materials ordered through the date of termination, including Contractor's reasonable overhead, profit and damages, all as determined by Contractor. In addition, Owner shall pay Contractor on demand all out-of-pocket expenses incurred by the Contractor in connection with the enforcement of the Contract Documents including the actual fees and expenses of the Contractor's attorneys and all out-of-pocket expenses incurred by the Contractor in connection with any litigation, proceeding or dispute in any way relating to this Agreement or the Contractor's relationship with Owner, including, without limitation, the actual fees and expenses of the Contractor's attorneys. Termination of the Agreement shall terminate any right of Owner to make claims arising from the failure of the Work to comply with the requirement of the Contract Documents or from warranties established under Section 8.

Section 11 Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages.

Section 12 Owner Information

Information or services required or requested of the Owner to commence or perform the Work shall be furnished by the Owner with reasonable promptness.

Section 13 Contract Documents

The Contract Documents form the Contract for Construction. The Contract Documents consist of this Agreement, other documents listed in this Agreement and any change orders. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreement, either written or oral.

Section 14 Advertising

The Owner agrees to allow Contractor to install a yard sign to advertise Contractor's services.

Section 15 Notice of Lien Rights

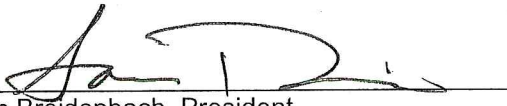
As required by the Wisconsin Construction Lien Law, Contractor hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who contract directly with the Owner or those who give the Owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Contractor agrees to cooperate with the Owner and his/HER lender, if any, to see that all potential lien claimants are duly paid.

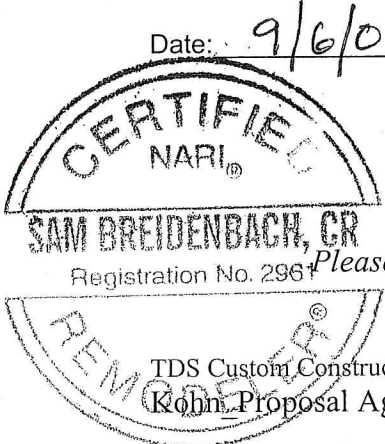
Date: _____

Owner: _____
Mike Kohn

Date: 9/6/07

Contractor:
TDS Custom Construction, Inc.

By: 
Sam Breidenbach, President



Please sign and initial one full set and return one full copy to our office.