

Office of the Clerk/Treasurer

W240N3065 Pewaukee Road
Pewaukee, WI 53072
(262) 691-0770 Fax 691-1798

**COMMON COUNCIL
MEETING NOTICE AND AGENDA
Monday, March 6, 2023
6:30 PM**

Common Council Chambers ~ Pewaukee City Hall
W240 N3065 Pewaukee Road ~ Pewaukee, Wisconsin

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1. Call to Order and Pledge of Allegiance
 2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
 3. Discussion and Possible Action to Approve the Accounts Payable Listing Dated March 6, 2023
 4. Discussion and Possible Action Regarding **Resolution 23-03-02** Authorizing Amendments to \$2,900,000 City of Pewaukee, Wisconsin Midwestern Disaster Area Revenue Bonds, Series 2012 (Building Service, Incorporated Project) Issued on September 21, 2012 [S. Riffle]
 5. Discussion Regarding the Court Decision in the Excessive Assessment Lawsuit by Richard Carr and Joanne Braam (W268 N2433 Meadowbrook Road - PWC 0931-972) [S. Riffle]
 6. Discussion and Possible Action to Award Hill n Dale Drainage Improvements to the Lowest Qualified Bidder, Musson Brothers, in the Amount of \$1,239,955.82 [Wagner].
 7. Discussion and possible action regarding the Shady Lane/Shady Nook Paving and Utility Extension Project and possible assessments.
 8. Discussion and Possible Action Regarding **Resolution 23-03-03** to Amend the 2023 Fee Schedule Pertaining to Impact Fees [Fuchs]
 9. **PUBLIC HEARING**, Discussion and Possible Action Regarding a Conditional Use Permit for Quattro Development/Higher Ground Education for Property Located on Highfield Court for the Purpose of Constructing a Childcare Facility (PWC 0906-994) [Fuchs]
 10. Reminder: Common Council Meeting to Start at 6:00 p.m. on March 20, 2023.
 11. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your district Alderperson prior to the meeting.
 12. Adjournment

Kelly Tarczewski
Clerk/Treasurer

March 2, 2023

NOTICE

It is possible that members of other governmental bodies of the municipality may be in attendance to gather information that may form a quorum. At the above stated meeting, no action will be taken by any governmental body other than the governmental body specifically referred to above in this notice.

Any person who has a qualifying disability under the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible format must contact the Clerk/Treasurer, Kelly Tarczewski, at (262) 691-0770 three business days prior to the meeting so that arrangements may be made to accommodate your request.

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.**

DATE: March 6, 2023

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Approve the Accounts Payable Listing Dated March 6, 2023

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

A/P 3/6/2023

Check Date	Check	Vendor Name	Description	Amount
Bank 100 GENERAL FUND CHECKING				
02/17/2023	1088 (E)	ADP, LLC		373.86
02/17/2023	1090 (E)	ADP, LLC	IT - SOFTWARE MAINTENANCE & UPDATES	1,373.40
02/17/2023	1092 (E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	664.45
02/20/2023	137222	WAUKESHA WATER UTILITY	SW-JANUARY 2023	27,423.76
02/21/2023	1124 (E)	LEASING SERVICES		52.00
				52.00
				104.00
02/21/2023	137223	ABSOLUTE CONSTRUCTION	DPW-BLD CONSTRUCTION	645,229.16
			DPW-BLD CONSTRUCTION	136,898.37
				782,127.53
02/21/2023	137224	DIVERSIFIED BENEFIT SERVICES, INC.	FEB FLEX ADMIN	333.60
02/22/2023	1091 (E)	ADP, LLC		1,975.00
02/22/2023	1099 (E)	MUTUAL OF OMAHA	BENEFITS - LIFE INSURANCE	79.35
			BENEFITS - LIFE INSURANCE	42.73
			COURT - LIFE INSURANCE	12.16
			ADMINISTRATOR - LIFE INSURANCE	9.37
			CLERK/TREASURER - LIFE INSURANCE	56.00
			EMPLOYEE SERVICES - LIFE INSURANCE	20.48
			IT - LIFE INSURANCE	18.08
			ASSESSOR - LIFE INSURANCE	32.16
			POLICE - LIFE INSURANCE	8.32
			FIRE ADMINISTRATION - LIFE INSURANCE	64.16
			FIRE PROTECTIVE SERVICES - LIFE INSURANC	534.72
			BUILDING SERVICES - LIFE INSURANCE	50.40
			HIGHWAY - LIFE INSURANCE	115.30
			ENGINEERING - LIFE INSURANCE	108.96
			PARKS - LIFE INSURANCE	45.12
			RECREATION PROGRAM - LIFE INSURANCE	31.84
			PLANNER - LIFE INSURANCE	20.64
			BENEFITS - DISABILITY INSURANCE	120.96
			BENEFITS - DISABILITY INSURANCE	65.14
			DISABILITY INSURANCE	1,842.25
			LTD - FIRE UNION	662.57
			COURT - DISABILITY INSURANCE	18.21
			ADMINISTRATOR - DISABILITY INSURANCE	27.79
			CLERK/TREASURER - DISABILITY INSURANCE	85.19
			EMPLOYEE SERVICES - DISABILITY INSURANCE	27.79
			IT - DISABILITY INSURANCE	27.79
			ASSESSOR - DISABILITY INSURANCE	50.32
			POLICE - DISABILITY INSURANCE	11.10
			FIRE ADMINISTRATION - DISABILITY INSURAN	83.37
			FIRE PROTECTIVE SERVICES - DISABILITY IN	111.16
			BUILDING SERVICES - DISABILITY INSURANCE	75.78
			HIGHWAY - DISABILITY INSURANCE	182.85
			ENGINEERING - DISABILITY INSURANCE	161.32
			PARKS - DISABILITY INSURANCE	66.10
			RECREATION PROGRAM - DISABILITY INSURANC	50.23
			PLANNER - DISABILITY INSURANCE	27.79
			VOLUNTARY LIFE	1,171.25
				6,118.75

Check Date	Check	Vendor Name	Description	Amount
02/22/2023	1100 (E)	DELTA DENTAL	DENTAL CLEARING INSURANCE CONSULTANT	3,456.00 400.16 <u>3,856.16</u>
02/23/2023	137225	VILLAGE OF PEWAUKEE	2022 P&R TRUE UP	2,723.17
02/24/2023	1098 (E)	DEPOSITORY TRUST COMPANY	INTEREST EXPENSE INTEREST/LONG TERM DEBT INTEREST/LONG TERM DEBT TRANSFER TO DEBT SERVICE FUND TRANSFER FROM STORM WATER MANAGEMENT	21,276.24 30,866.88 10,449.38 21,276.24 (21,276.24) <u>62,592.50</u>
02/24/2023	1101 (E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	882.55
02/24/2023	1102 (E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	1,339.94
02/24/2023	137226	AECOM TECHNICAL SERVICES, INC	ENG-PROJ#60694187 ENG-PROJ#60339891	23,729.85 27,331.53 <u>51,061.38</u>
02/24/2023	137227	AIR ONE EQUIPMENT	FD-EQUIPMENT REPAIR FD-OPERATING SUPPLIES	470.76 600.00 <u>1,070.76</u>
02/24/2023	137228	AIRGAS USA	FD-OXYGEN	138.56
02/24/2023	137229	ALL COUNTY ELECTRIC	FD-BLD REPAIRS & MAINTENANCE	44.13
02/24/2023	137230	AMERICAN PUBLIC WORKS ASSOC.	ENG-PERIOD 5/1/23 - 4/30/24	1,030.00
02/24/2023	137231	ANTHONY XAVIER	CT-2022 PROPERTY TAX REFUND	1,583.90
02/24/2023	137232	BATTERY SYSTEMS	SW-GENERAL PLANT MAINT	133.40
02/24/2023	137233	BIG JIM'S SMALL ENG SERV	FD-EQUIP REPAIR FD-EQUIP REPAIR	407.25 635.84 <u>1,043.09</u>
02/24/2023	137234	BOUCHER CHEVROLET	FD-VEHICLE REPAIR FD-VEHICLE REPAIR FD-VEHICLE REPAIR	119.98 2,216.92 1,261.17 <u>3,598.07</u>
02/24/2023	137235	BUMPER TO BUMPER HARTLAND	P&R-EQUIUP REPAIR & MAINTENANCE	40.95
02/24/2023	137236	CHALLENGE ISLAND GREATER MILWAUKEE	P&R-8 CHILDREN	243.20
02/24/2023	137237	CINTAS	SW-UNIFORMS	95.19
02/24/2023	137238	CITY OF BROOKFIELD	SW-4TH QTR 2022 OPERATING CHARGES	261,077.20
02/24/2023	137239	CITY OF WAUKESHA	SW-SEWER SERVICE	4,862.29
02/24/2023	137240	DAN PLAUTZ CLEANING SERVICE	CH-DECEMBER 2022 CLEANING	2,873.00
02/24/2023	137241	DIVERSYS LEARNING INC	HR-EMPLOYEE TRAINING	899.00
02/24/2023	137242	FIRE SERVICE INC	FD-VEHICLE REPAIR FD-VEHICLE REPAIR FD-VEHICLE REPAIR FD-VEHICLE REPAIR FD-VEHICLE REPAIR FD-VEHICLE REPAIR FD-VEHICLE REPAIR FD-VEHICLE REPAIR	1,550.00 606.07 253.89 6,072.00 576.79 1,030.82 1,550.00 750.00 <u></u>

Check Date	Check	Vendor Name	Description	Amount
				12,389.57
02/24/2023	137243	GRENZ SERVICE CO. LLC	FD-MAINTENANCE PROGRAM	5,500.00
02/24/2023	137244	gWorks	IT-ANNUAL FEE	496.00
02/24/2023	137245	HAWKINS, INC.	SW-REPAIRS & MAINTENANCE	1,556.75
02/24/2023	137246	JAN DASSOW	P&R- LINE DANCING SESSION 1	91.00
02/24/2023	137247	JOHN'S DISPOSAL SERVICE	ENG-JANUARY LANDFILL CHARGES	12,730.53
02/24/2023	137248	KATIE VITALBO	P&R-EMPLOYEE REIMBURSEMENT	165.31
02/24/2023	137249	KMB ELECTRIC	CH-MAINTENANCE	2,895.30
			IT-BLD REPAIRS & MAINTEN	1,794.19
				4,689.49
02/24/2023	137250	LIFE-ASSIST INC	FD-EMS SUPPLIES	531.03
			FD-EMS SUPPLIES	505.60
			FD-EMS SUPPLIES	58.83
				1,095.46
02/24/2023	137251	MATRIX TRUST COMPANY	CT-DEFERRED COMPENSATION	50.00
			CT-DEFERRED COMPENSATION	50.00
				100.00
02/24/2023	137252	MENARDS	FD-OFFICE SUPPLIES	114.41
			FD-OPERATING SUPPLIES	155.62
			FD-OPERATING SUPPLIES	47.84
			SW-OPERATING SUPPLIES	173.99
			SW-MAINTEN OF GEN PLANT STRUCTURE	0.79
			SW-MAINTEN OF GEN PLANT STRUCTURE	13.97
			SW-BLD & GROUNDS	12.96
				519.58
02/24/2023	137253	NANCY TEAS	P&R- LINE DANCING SESSION 1	91.00
02/24/2023	137254	NAPA	SW-MAINT OF GEN PLANT STRUCTURE	63.44
			SW-SUPPLIES & EXPENSES	8.51
			SW-MAINT OF GENERAL PLANT STRUCTURE	(20.36)
				51.59
02/24/2023	137255	NATIONWIDE RETIREMENT SOLUTIONS	CT-DEFERRED COMPENSATION	2,069.00
			CT-DEFERRED COMPENSATION	2,069.00
				4,138.00
02/24/2023	137256	NEOTERIC HOVERCRAFT INC.	FD-EQUIP REPAIR	161.50
02/24/2023	137257	PARTNER2LEARN, LLC	FD-PLANNING SESSIONS	7,266.25
02/24/2023	137258	ROBERT HALF	CT-TEMP EMPL WK END 2/17/23 R.LEU	2,410.72
02/24/2023	137259	STRAND ASSOCIATES, INC	SW-GUN CLUB PUMPING STATION DESIGN	4,360.00
			SW-WASTEWATER SYSTEM MASTER PLAN	23,100.00
			ENG-DUPLAINVILLE BRIDGE	6,121.87
			ENG-BUSSE RD BRIDGE	9,655.36
			ENG-APPLE TREE/PEAR TREE	30,227.72
				73,464.95

Check Date	Check	Vendor Name	Description	Amount
02/24/2023	137260	STRYKER SALES CORPORATION	FD-OPERATING SUPPLIES	114.00
			FD-OPERATING SUPPLIES	36.97
				<u>150.97</u>
02/24/2023	137261	VISU-SEWER	SW-2022 RETAINAGE	4,623.90
02/24/2023	137262	WACHTEL TREE SCIENCE	ENG-APPLE TREE/PEAR TREE	150.00
02/24/2023	137263	WAUKESHA CO PUBLIC WORKS ASSOC	ENG-MEMBERSHIP DUES	210.00
02/24/2023	137264	WAUKESHA CO TREASURER	PD-2023 MARCH POLICE SERVICES	275,250.52
02/24/2023	137265	WELLSPRING CONSTRUCTION GROUP	DPW-BLD CONSTRUCTION	4,878.00
02/24/2023	137266	WISCONSIN MUNICIPAL JUDGES ASSOCIAT	CT-MEMBERSHIP	100.00
02/24/2023	137267	XEROX CORPORATION	SW-OFFICE SUPPLIES & EXP	215.44
02/24/2023	137268	XYLEM WATER SOLUTIONS U.S.A. INC	SW-MAINTEN OF COLLECTION SYSTEM	638.00
			SW-MAINT OF PUMPING EQUIPMENT	638.00
				<u>1,276.00</u>
02/28/2023	1106 (E)	GREAT WEST TRUST - WDC	DEFERRED COMPENSATION	4,072.08
			DEF COMP - ROTH 457	2,857.70
				<u>6,929.78</u>
02/28/2023	1110 (E)	AT&T	SCADA/TELEMETARY	126.13
			SCADA/TELEMETARY	126.14
				<u>252.27</u>
02/28/2023	1111 (E)	LEASING SERVICES		134.00
02/28/2023	1112 (E)	LEASING SERVICES		324.00
02/28/2023	1114 (E)	LEASING SERVICES		186.00
02/28/2023	1116 (E)	WISCONSIN RETIREMENT SYSTEM	WRS GENERAL EMPLOYEES	36,456.42
			WRS FIRE EMPLOYEES	52,062.20
			WRS VOLUNTARY CONTRIBUTIONS	114.47
				<u>88,633.09</u>
02/28/2023	1117 (E)	WISCONSIN RETIREMENT SYSTEM	WRS GENERAL EMPLOYEES	38,609.76
			WRS FIRE EMPLOYEES	51,844.11
			WRS VOLUNTARY CONTRIBUTIONS	158.88
				<u>90,612.75</u>
02/28/2023	1126 (E)	GREAT WEST TRUST - WDC	DEFERRED COMPENSATION	4,347.08
			DEF COMP - ROTH 457	3,083.70
				<u>7,430.78</u>
03/01/2023	137269	AT&T CAROL STREAM IL	P&R - INTERNET	75.61
03/01/2023	137270	AT&T CAROL STREAM IL	P&R - INTERNET	68.84
03/01/2023	137271	AT&T CAROL STREAM IL	P&R - INTERNET	218.64
03/01/2023	137272	DIVERSIFIED BENEFIT SERVICES, INC.	HRA RENEWAL AND ADMIN	553.85
03/01/2023	137273	1ST AYD	FD-OPERATING SUPPLIES	1,186.31 V
03/01/2023	137274	Alliance Electrical	BD Payment Refund	10.00 V
03/01/2023	137275	ARAMARK	HWY-UNIFORMS	94.96 V
			HWY-UNIFORMS	88.58 V
				<u>183.54</u>
03/01/2023	137276	Aspen Homes, Inc.	BD Bond Refund	2,000.00 V

Check Date	Check	Vendor Name	Description	Amount	
03/01/2023	137277	Badger Home Builders, Inc	BD Bond Refund	500.00	V
03/01/2023	137278	BADGER TRUCK CENTER	HWY-EQUIP REPAIR & MAINTENANCE	524.67	V
			HW-EQUIP REPAIR & MAINTENANCE	4,995.00	V
				5,519.67	
03/01/2023	137279	BIELINSKI HOMES	BD Bond Refund	2,000.00	V
03/01/2023	137280	Bielinski Homes, Inc.	BD Bond Refund	500.00	V
03/01/2023	137281	BUMPER TO BUMPER HARTLAND	SW-TRANSP EXP-REPAIR & MAINTENANCE	7.49	V
			HWY-EQUIP REPAIR & MAINTENANCE	179.62	V
			HWY-EQUIP REPAIR & MAINTENANCE	56.99	V
				244.10	
03/01/2023	137282	CINTAS CORPORATION #184	SW-UNIFORMS	95.19	V
03/01/2023	137283	CITY OF BROOKFIELD	SW-4TH QTR 2022 CHARGES	23,401.59	V
03/01/2023	137284	CLEARWATER PLUMBING	HWY-TRUCK WASH FOR DPW GARAGE	24,829.00	V
03/01/2023	137285	Continental Building Co	BD Bond Refund	500.00	V
03/01/2023	137286	CONTINENTAL UTILITY SOLUTIONS, INC	SW-BILLING	21.00	V
03/01/2023	137287	COREY OIL	HWY-EQUIP REPAIR & MAINTENANCE	538.20	V
			HWY-DIESEL	1,699.92	V
			HWY-DIESEL	3,075.30	V
			HWY-GASOLINE	416.27	V
			HWY-DIESEL	2,321.90	V
			HWY-GASOLINE	772.99	V
				8,824.58	
03/01/2023	137288	DORNER VALVES & AUTOMATION	SW-ASCO FILTER	222.01	V
03/01/2023	137289	FERGUSON WATERWORKS	SW-DIGGERS HOTLINE	58.80	V
03/01/2023	137290	GALLS	FD-UNIFORMS	227.72	V
03/01/2023	137291	GENERAL PARTS	FD-BLD REPAIRS & MAINTENANCE	1,239.60	V
03/01/2023	137292	GORDON STICKLES	P&R - REC PROGRAM REFUND	54.00	V
03/01/2023	137293	GRAINGER	FD-EQUIPMENT REPAIR	29.43	V
03/01/2023	137294	H&H Mechanical Contractors	BD Payment Refund	374.50	V
03/01/2023	137295	Halen Homes LLC	BD Bond Refund	2,500.00	V
03/01/2023	137296	Halen Homes LLC	BD Bond Refund	2,000.00	V
03/01/2023	137297	Halen Homes LLC	BD Bond Refund	2,000.00	V
03/01/2023	137298	Halen Homes LLC	BD Bond Refund	2,000.00	V
03/01/2023	137299	Halen Homes LLC	BD Bond Refund	2,000.00	V
03/01/2023	137300	HARTLAND OVERHEAD DOOR	FD-BLD REPAIRS & MAINTENANCE	193.00	V
03/01/2023	137301	HAWKINS, INC.	SW-CHEMICALS	3,343.84	V
03/01/2023	137302	IHS Electrical Services LLC	BD Payment Refund	598.22	V
03/01/2023	137303	INDELCO PLASTICS CORPORATION	HWY-DPW BLD	447.12	V
03/01/2023	137304	JAMES IMAGING SYSTEMS	IT-MARCH 2023 SERVICE	65.00	V
03/01/2023	137305	JX ENTERPRISES, INC.	HWY-EQUIP REPAIR & MAINTENANCE	220.25	V
			HWY-EQUIP REPAIR & MAINTENANCE	65.94	V
			HWY-EQUIP REPAIR & MAINTENANCE	29.22	V
				315.41	
03/01/2023	137306	KAERЕК HOMES INC	BD BOND REFUND	500.00	V
			BD Bond Refund	500.00	V
			BD Bond Refund	500.00	V
			BD Bond Refund	500.00	V
				2,000.00	
03/01/2023	137307	Kaerek Homes Inc	BD Bond Refund	500.00	V

Check Date	Check	Vendor Name	Description	Amount	
03/01/2023	137308	Kaerek Homes Inc	BD Bond Refund	500.00	V
03/01/2023	137309	KINGS WAY HOMES	BD Bond Refund	500.00	V
03/01/2023	137310	KMB ELECTRIC	P&R-BLD REPAIRS & MAINTENANCE	175.00	V
03/01/2023	137311	KORNDORFER HOMES	BD Bond Refund	500.00	V
			BD Bond Refund	500.00	V
				1,000.00	
03/01/2023	137312	Korndorfer Homes	BD Bond Refund	500.00	V
03/01/2023	137313	Korndorfer Homes	BD Bond Refund	500.00	V
03/01/2023	137314	MATHEW WEBSTER JONES AND SCHLENA A	BD Payment Refund	90.00	V
03/01/2023	137315	MENARDS	SW-MAINTENANCE OF GEN PLANT STRUCT	58.54	V
			SW-BLD & GROUNDS	17.90	V
			SW-BLD & GROUNDS	8.54	V
			SW-BLD & GROUNDS	33.47	V
			SW-BLD & GROUNDS	49.99	V
			HWY-EQUIP REPAIR & MAINTENANCE	4.69	V
			HWY-DPW BLD	17.04	V
			HWY-DPW BLDG	20.97	V
				211.14	
03/01/2023	137316	MOTION & CONTROL ENTERPRISES LLC	HWY-DPW BLDG	100.92	V
			HWY-DPW BLD	422.63	V
				523.55	
03/01/2023	137317	NAPA	FD-VEHICLE REPAIR	8.51	V
			FD-VEHICLE REPAIR	95.10	V
			FD-VEHICLE REPAIR	38.88	V
				142.49	
03/01/2023	137318	NICK PHALIN	P&R-MILEAGE REIMBURSEMENT FEBRUARY	26.20	V
03/01/2023	137319	NICK PHALIN	P&R-LUNCH REIMBURSEMENT	10.00	V
03/01/2023	137320	NORTH CENTRAL UTILITY	HWY-EQUIP REPAIR & MAINTENANCE	133.90	V
03/01/2023	137321	PREMIUM WATERS, INC	P&R- WATER	42.99	V
			HWY-WATER	36.75	V
				79.74	
03/01/2023	137322	RUNDLE-SPENCE	HWY-DPW BLDG	508.77	V
			HWY-DPW BLDG	228.07	V
			HWY-DPW BLD	672.97	V
			HWY-DPW BLD	55.89	V
			HWY-DPW BLDG	66.84	V
			HWY-DPW BLD	317.91	V
			HWY-DPW BLD	1,521.68	V
			HWY-DPW BLD	44.34	V
				3,416.47	
03/01/2023	137323	Scotts Excavating & Repair LLC	BD Payment Refund	60.00	V
03/01/2023	137324	SHAWNS DEER PICK UP	HWY-DEER CONTROL	720.00	V
03/01/2023	137325	SHERWIN INDUSTRIES	HWY-ROAD REPAIRS	1,029.00	V
03/01/2023	137326	ST. BARTHOLOMEW'S EPISCOPAL CHURCH	P&R - DEC 2022	225.00	V
03/01/2023	137327	TEREX CORPORATION	SW-TRANSP EXP-REPAIR & MAINTENANCE	575.00	V
03/01/2023	137328	THE VICTORY COMPANIES INC	BD Bond Refund	500.00	V
03/01/2023	137329	TOM ROGACZEWSKI	HWY-SAFETY EQUIPMENT (BOOTS)	225.75	V

Check Date	Check	Vendor Name	Description	Amount	
03/01/2023	137330	TOTAL TOOL	HWY-DPW BLD	54.84	V
			HWY-DPW BLDG	76.13	V
				<u>130.97</u>	
03/01/2023	137331	VERIZON	FD-EMERGENCY PRE	59.52	V
			FD-EMERGENCY PRE	(26.43)	V
				<u>33.09</u>	
03/01/2023	137332	Victory Homes of WI, Inc	BD Bond Refund	500.00	V
03/01/2023	137333	VILLAGE OF PEWAUKEE	CT-APRIL JOINT LIBRARY BUDGET	72,649.58	V
03/01/2023	137334	WAUKESHA CO TREASURER	HWY-BRINE SALES 11/22 & 12/22	1,800.00	V
03/01/2023	137335	WAUKESHA PEWAUKEE CVB	CT-TOURISM 1ST QTR. PYMT	66,962.50	V
03/01/2023	137336	Westridge Builders	BD Bond Refund	500.00	V
03/01/2023	137337	Westridge Builders	BD Bond Refund	500.00	V
03/01/2023	137338	WESTRIDGE BUILDERS	BD Bond Refund	500.00	V
03/01/2023	137339	Worgull Builders	BD Bond Refund	500.00	V
03/01/2023	137342	1ST AYD	FD-OPERATING SUPPLIES	1,186.31	
03/01/2023	137343	Alliance Electrical	BD Payment Refund	10.00	
03/01/2023	137344	ARAMARK	HWY-UNIFORMS	94.96	
			HWY-UNIFORMS	88.58	
				<u>183.54</u>	
03/01/2023	137345	Aspen Homes, Inc.	BD Bond Refund	2,000.00	
03/01/2023	137346	Badger Home Builders, Inc	BD Bond Refund	500.00	
03/01/2023	137347	BADGER TRUCK CENTER	HWY-EQUIP REPAIR & MAINTENANCE	524.67	
			HW-EQUIP REPAIR & MAINTENANCE	4,995.00	
				<u>5,519.67</u>	
03/01/2023	137348	BIELINSKI HOMES	BD Bond Refund	2,000.00	
03/01/2023	137349	Bielinski Homes, Inc.	BD Bond Refund	500.00	
03/01/2023	137350	BUMPER TO BUMPER HARTLAND	SW-TRANSP EXP-REPAIR & MAINTENANCE	7.49	
			HWY-EQUIP REPAIR & MAINTENANCE	179.62	
			HWY-EQUIP REPAIR & MAINTENANCE	56.99	
				<u>244.10</u>	
03/01/2023	137351	CINTAS CORPORATION #184	SW-UNIFORMS	95.19	
03/01/2023	137352	CITY OF BROOKFIELD	SW-4TH QTR 2022 CHARGES	23,401.59	
03/01/2023	137353	CLEARWATER PLUMBING	HWY-TRUCK WASH FOR DPW GARAGE	24,829.00	
03/01/2023	137354	Continental Building Co	BD Bond Refund	500.00	
03/01/2023	137355	CONTINENTAL UTILITY SOLUTIONS, INC	SW-BILLING	21.00	
03/01/2023	137356	COREY OIL	HWY-EQUIP REPAIR & MAINTENANCE	538.20	
			HWY-DIESEL	1,699.92	
			HWY-DIESEL	3,075.30	
			HWY-GASOLINE	416.27	
			HWY-DIESEL	2,321.90	
			HWY-GASOLINE	772.99	
				<u>8,824.58</u>	
03/01/2023	137357	DORNER VALVES & AUTOMATION	SW-ASCO FILTER	222.01	
03/01/2023	137358	FERGUSON WATERWORKS	SW-DIGGERS HOTLINE	58.80	
03/01/2023	137359	GALLS	FD-UNIFORMS	227.72	
03/01/2023	137360	GENERAL PARTS	FD-BLD REPAIRS & MAINTENANCE	1,239.60	
03/01/2023	137361	GORDON STICKLES	P&R - REC PROGRAM REFUND	54.00	

Check Date	Check	Vendor Name	Description	Amount	
03/01/2023	137362	GRAINGER	FD-EQUIPMENT REPAIR	29.43	
03/01/2023	137363	H&H Mechanical Contractors	BD Payment Refund	374.50	
03/01/2023	137364	Halen Homes LLC	BD Bond Refund	2,500.00	
03/01/2023	137365	Halen Homes LLC	BD Bond Refund	2,000.00	
03/01/2023	137366	Halen Homes LLC	BD Bond Refund	2,000.00	
03/01/2023	137367	Halen Homes LLC	BD Bond Refund	2,000.00	
03/01/2023	137368	Halen Homes LLC	BD Bond Refund	2,000.00	
03/01/2023	137369	HARTLAND OVERHEAD DOOR	FD-BLD REPAIRS & MAINTENANCE	193.00	
03/01/2023	137370	HAWKINS, INC.	SW-CHEMICALS	3,343.84	
03/01/2023	137371	IHS Electrical Services LLC	BD Payment Refund	598.22	
03/01/2023	137372	INDELCO PLASTICS CORPORATION	HWY-DPW BLD	447.12	
03/01/2023	137373	JAMES IMAGING SYSTEMS	IT-MARCH 2023 SERVICE	65.00	
03/01/2023	137374	JX ENTERPRISES, INC.	HWY-EQUIP REPAIR & MAINTENANCE	220.25	
			HWY-EQUIP REPAIR & MAINTENANCE	65.94	
			HWY-EQUIP REPAIR & MAINTENANCE	29.22	
				315.41	
03/01/2023	137375	KAEREK HOMES INC	BD BOND REFUND	500.00	V
			BD Bond Refund	500.00	V
			BD Bond Refund	500.00	V
			BD Bond Refund	500.00	V
				2,000.00	
03/01/2023	137376	Kaerek Homes Inc	BD Bond Refund	500.00	
03/01/2023	137377	Kaerek Homes Inc	BD Bond Refund	500.00	
03/01/2023	137378	KINGS WAY HOMES	BD Bond Refund	500.00	
03/01/2023	137379	KMB ELECTRIC	P&R-BLD REPAIRS & MAINTENANCE	175.00	
03/01/2023	137380	KORNDORFER HOMES	BD Bond Refund	500.00	
			BD Bond Refund	500.00	
				1,000.00	
03/01/2023	137381	Korndorfer Homes	BD Bond Refund	500.00	
03/01/2023	137382	Korndorfer Homes	BD Bond Refund	500.00	
03/01/2023	137383	MATHEW WEBSTER JONES AND SCHLENA A	BD Payment Refund	90.00	
03/01/2023	137384	MENARDS	SW-MAINTENANCE OF GEN PLANT STRUCT	58.54	
			SW-BLD & GROUNDS	17.90	
			SW-BLD & GROUNDS	8.54	
			SW-BLD & GROUNDS	33.47	
			SW-BLD & GROUNDS	49.99	
			HWY-EQUIP REPAIR & MAINTENANCE	4.69	
			HWY-DPW BLD	17.04	
			HWY-DPW BLDG	20.97	
				211.14	
03/01/2023	137385	MOTION & CONTROL ENTERPRISES LLC	HWY-DPW BLDG	100.92	
			HWY-DPW BLD	422.63	
				523.55	
03/01/2023	137386	NAPA	FD-VEHICLE REPAIR	8.51	
			FD-VEHICLE REPAIR	95.10	
			FD-VEHICLE REPAIR	38.88	
				142.49	

Check Date	Check	Vendor Name	Description	Amount	
03/01/2023	137387	NICK PHALIN	P&R-MILEAGE REIMBURSEMENT FEBRUARY	26.20	
03/01/2023	137388	NICK PHALIN	P&R-LUNCH REIMBURSEMENT	10.00	
03/01/2023	137389	NORTH CENTRAL UTILITY	HWY-EQUIP REPAIR & MAINTENANCE	133.90	
03/01/2023	137390	PREMIUM WATERS, INC	P&R- WATER	42.99	
			HWY-WATER	36.75	
				79.74	
03/01/2023	137391	RUNDLE-SPENCE	HWY-DPW BLDG	508.77	
			HWY-DPW BLDG	228.07	
			HWY-DPW BLD	672.97	
			HWY-DPW BLD	55.89	
			HWY-DPW BLDG	66.84	
			HWY-DPW BLD	317.91	
			HWY-DPW BLD	1,521.68	
			HWY-DPW BLD	44.34	
				3,416.47	
03/01/2023	137392	Scotts Excavating & Repair LLC	BD Payment Refund	60.00	
03/01/2023	137393	SHAWNS DEER PICK UP	HWY-DEER CONTROL	720.00	
03/01/2023	137394	SHERWIN INDUSTRIES	HWY-ROAD REPAIRS	1,029.00	
03/01/2023	137395	ST. BARTHOLOMEW'S EPISCOPAL CHURCH	P&R - DEC 2022	225.00	
03/01/2023	137396	TEREX CORPORATION	SW-TRANSP EXP-REPAIR & MAINTENANCE	575.00	
03/01/2023	137397	THE VICTORY COMPANIES INC	BD Bond Refund	500.00	
03/01/2023	137398	TOM ROGACZEWSKI	HWY-SAFETY EQUIPMENT (BOOTS)	225.75	
03/01/2023	137399	TOTAL TOOL	HWY-DPW BLD	54.84	
			HWY-DPW BLDG	76.13	
				130.97	
03/01/2023	137400	VERIZON	FD-EMERGENCY PRE	59.52	
			FD-EMERGENCY PRE	(26.43)	
				33.09	
03/01/2023	137401	Victory Homes of WI, Inc	BD Bond Refund	500.00	
03/01/2023	137402	VILLAGE OF PEWAUKEE	CT-APRIL JOINT LIBRARY BUDGET	72,649.58	
03/01/2023	137403	WAUKESHA CO TREASURER	HWY-BRINE SALES 11/22 & 12/22	1,800.00	
03/01/2023	137404	WAUKESHA PEWAUKEE CVB	CT-TOURISM 1ST QTR. PYMT	66,962.50	
03/01/2023	137405	Westridge Builders	BD Bond Refund	500.00	
03/01/2023	137406	Westridge Builders	BD Bond Refund	500.00	
03/01/2023	137407	WESTRIDGE BUILDERS	BD Bond Refund	500.00	
03/01/2023	137408	Worgull Builders	BD Bond Refund	500.00	
03/01/2023	137409	KAEREK HOMES INC	BD BOND REFUND	500.00	
03/01/2023	137410	KAEREK HOMES INC	BD Bond Refund	500.00	
03/01/2023	137411	KAEREK HOMES INC	BD Bond Refund	500.00	
03/01/2023	137412	KAEREK HOMES INC	BD Bond Refund	500.00	
03/02/2023	1089 (E)	WE ENERGIES	STREET LIGHT REIMBURSEMENT	1,076.94	V
			ELECTRICITY	3,674.72	V
			CITY HALL - HEAT	3,068.37	V
			ELECTRICITY	2,720.07	V
			FIRE ADMINISTRATION - HEAT	2,421.34	V
			ELECTRICITY	14.23	V
			ELECTRICITY	4,026.83	V
			PARKS - HEAT	217.15	V
				17,219.65	

Check Date	Check	Vendor Name	Description	Amount
03/02/2023	1097 (E)	WE ENERGIES	STREET LIGHT REIMBURSEMENT	159.77
			ELECTRICITY	3,674.72
			CITY HALL - HEAT	3,068.37
			ELECTRICITY	2,720.07
			FIRE ADMINISTRATION - HEAT	2,421.34
			ELECTRICITY	931.40
			ELECTRICITY	4,026.83
			PARKS - HEAT	217.15
				<u>17,219.65</u>
03/02/2023	1107 (E)	WE ENERGIES	UTILITIES	1,248.24
			POWER/NATURAL GAS	357.60
				<u>1,605.84</u>
				<u><u>1,605.84</u></u>
100 TOTALS:				
Total of 210 Checks:				2,359,326.09
Less 69 Void Checks:				264,422.66
Total of 141 Disbursements:				<u>2,094,903.43</u>

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 4.**

DATE: March 6, 2023

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding **Resolution 23-03-02** Authorizing Amendments to \$2,900,000 City of Pewaukee, Wisconsin Midwestern Disaster Area Revenue Bonds, Series 2012 (Building Service, Incorporated Project) Issued on September 21, 2012 [S. Riffle]

BACKGROUND:

Replacing LIBOR with SOFR as the Index for Calculating Interest on the Bonds.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Resolution 23.03.02

Amendment to Midwestern

REGISTERED
NO. 3 (Amended)

UNITED STATES OF AMERICA
STATE OF WISCONSIN

REGISTERED
\$2,086,299.26

RESOLUTION 23-03-02
CITY OF PEWAUKEE, WISCONSIN
MIDWESTERN DISASTER AREA REVENUE BONDS, SERIES 2012
(BUILDING SERVICE, INCORPORATED PROJECT)

<u>Maturity Date</u>	<u>Date of Amendment</u>	<u>Original Issue Date</u>
September 1, 2042	March 15, 2023	September 21, 2012

REGISTERED OWNER: JOHNSON BANK

PRINCIPAL AMOUNT: TWO MILLION EIGHTY-SIX THOUSAND TWO
HUNDRED NINETY-NINE DOLLARS AND TWENTY-SIX
CENTS (\$2,086,299.26)

**NOTICE:
THIS BOND HAS BEEN AMENDED**

Pursuant to a Second Amendment to Bond Agreement (the “Amendment”) dated March 15, 2023, among the City of Pewaukee, Wisconsin, DBF Properties LLC, Johnson Bank, as purchaser, and Johnson Bank, as trustee, certain of the terms and provisions of the Bond Agreement (hereinafter defined) and this Bond have been amended. All of the terms and provisions of the Bond Agreement and this Bond hereinafter recited are hereby deemed to be amended as of March 15, 2023, to the extent and effect provided by the Amendment. As of March 15, 2023, the aggregate outstanding principal balance of the Promissory Note (as defined under the Bond Agreement) and this Bond is \$2,086,299.26.

KNOW ALL MEN BY THESE PRESENTS that the City of Pewaukee, Wisconsin, a municipal corporation organized under the laws of the State of Wisconsin (the “Issuer”), for value received, promises to pay, but solely from the source and as hereinafter provided and not otherwise, to the above-named registered owner, or registered assigns principal and interest hereon as provided below. Capitalized terms used herein but not defined herein shall have such meanings as set forth in the Bond Agreement.

1. Maturity; Repayment of Principal.

(a) Maturity Date.

The Bonds are limited in original aggregate principal amount of \$2,900,000 (*of which \$2,086,299.26 is the principal amount outstanding as of March 15, 2023*) and shall mature on September 1, 2042.

(b) Repayment of Principal.

Principal of the Bonds shall be repaid by the Issuer from payments to be made by DBF Properties LLC, a Wisconsin limited liability company (the “Borrower”), in such amounts and on such dates as set forth in the Credit Agreement dated February 7, 2020 (the “Credit Agreement”) between the Borrower and Johnson Bank (the “Purchaser”). On February 7, 2020, the Purchaser purchased all of the Bonds from JPMorgan Chase Bank, N.A (*the Bonds were originally issued in the principal amount of \$2,900,000 on the Original Issue Date, and the outstanding principal amount of the Bonds as of March 15, 2023 is \$2,086,299.26*).

Payments of principal in excess of the scheduled installments set forth herein and related payments of premium shall be credited against scheduled installments in inverse order with respect to the Bonds.

2. Interest on the Bonds.

(a) Initial Interest Rate. Commencing on March 15, 2023 through March 14, 2028, the Bonds shall bear interest at a fixed rate calculated pursuant to the following formula:

(Five-Year Fixed Rate Loan Curve + Credit Spread) x Tax-Exempt Multiplier

Interest Rate on March 15, 2023: ([_____] % + 2.25%) x 85% = [_____] %

(b) Interest Rate on Reset Date. Commencing on March 15, 2028, and as reset on each Reset Date (hereinafter defined) thereafter, the Bonds shall bear interest at a variable rate or fixed rate as selected by Borrower in writing, with the consent of the Purchaser, and delivered to the Trustee not less than 30 days nor more than 60 days (unless waived by the Borrower and the Purchaser) prior to the next succeeding Reset Date (provided that if no election is made by the Borrower during such notice period, then the Borrower shall be deemed to have made an election at the variable rate), which election shall be irrevocable, for such Reset Period (hereinafter defined) equal to:

(1) A variable rate equal to:

(SOFR Rate + Credit Spread) x Tax-Exempt Multiplier; or

(2) A fixed rate for a period of 5 years, which shall be reset on each Reset Date, equal to:

(Five-Year Fixed Rate Loan Curve + Credit Spread) x Tax-Exempt Multiplier

Notwithstanding the foregoing, the interest rate on the Bonds shall not exceed the Maximum Rate or the maximum rate allowed by applicable law.

(c) The following definitions are applicable to the foregoing formulas and to the remainder of this Section 2 and Section 8:

(i) “Credit Spread” means (i) initially 2.25% and (ii) from and after the initial Put Date such other Credit Spread as determined by the Purchaser for a similarly situated borrower as the Borrower based on the Purchaser’s then-current underwriting standards, and with credit committee oversight, including, without limitation, factors such as the current credit profile, market conditions and current and historical operating performance and which Credit Spread in the opinion of Bond Counsel will not adversely affect any exemption from federal income taxation to which the Bonds would otherwise be entitled.

(ii) “Five-Year Fixed Rate Loan Curve” means the Purchaser’s internally published five-year fixed rate loan curve for commercial loans as published on the Johnson Financial Group’s Market Rates page located on Johnson Financial Group’s commercial lending resources homepage.

(iii) “Maximum Rate” means twenty percent (20%) per annum.

(iv) “Put Date” means March 15, 2028 and each successive 5-year anniversary following the initial Put Date.

(v) “Reset Date” means the first day of each Reset Period which shall also be a Put Date; the initial Reset Date shall be March 15, 2028.

(vi) “Reset Period” each period of 5 years from each Reset Date, as selected by the Borrower, through the day next preceding the next Reset Date or the maturity date of the Bonds (as applicable).

(vii) “SOFR Rate” means the 1 Month CME Term Secured Overnight Financing Rate (SOFR) which is the forward-looking SOFR rate administered by CME Group, Inc. (or other administrator selected by the Purchaser) and published on the applicable Bloomberg LP screen page (or such other commercially available source providing such quotations as may be selected by the Purchaser). If the Index or any substitute Index falls below 0%, then such Index or substitute Index shall be deemed to be 0% (the “Index”). The Index is not necessarily the lowest rate charged by Purchaser on its loans. Purchaser shall inform the Borrower of the current Index rate upon Borrower’s request. The interest rate change will not occur more often than each first day of each month using the Index determined by CME Group, Inc. (or other administrator selected by Purchaser) two Business Days prior to the applicable Put Date (provided, however, that if the Index is not published for such Business Day, then the Index shall be determined by reference to the immediately preceding Business Day on which such rate is published). Borrower understands that Purchaser may make loans based on other rates.

If Purchaser determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Bond, Purchaser may amend the Bond Agreement by designating a substantially similar substitute index. Purchaser may also amend and adjust the Credit Spread to accompany the substitute index. The change to the Credit Spread may be a positive or negative value, or zero. In making these amendments, Purchaser may take into consideration any then-prevailing market

convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of the Bond Agreement will become effective and bind Borrower 10 Business Days after Purchaser gives written notice to Borrower without any action or consent of the Borrower.

(viii) “Tax-Exempt Multiplier” means the tax-exempt multiplier determined from time to time by the Purchaser as shown on its internal pricing sheets for tax-exempt interest rates which are not bank-qualified pursuant to Section 265 of the Code, initially 85%.

(d) The Purchaser shall provide the Borrower with such information as to historical and current interest rates as the Borrower shall reasonably request from time to time.

(e) All determinations of the interest rate hereunder shall be final and conclusive absent manifest error.

(f) Interest on the Bonds shall be computed on a 360-day year, actual days elapsed basis, and shall be payable on the seventh day of each month, commencing on April 7, 2023. Interest on the Bond is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under the Bond is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Bond.

(g) Interest shall accrue only on principal amounts actually deposited and from the date such amounts are actually deposited into the Project Fund pursuant to Section 3.01 and Section 4.02 of the Bond Agreement.

(h) Overdue principal and interest on the Bonds shall (to the extent legally enforceable) bear interest at the Default Rate. Any interest on any Bond which is payable, but is not punctually paid or duly provided for, may be paid in any lawful manner, at the discretion of the Trustee. All unpaid principal and interest shall be paid on September 1, 2042.

(i) Interest Rate Adjustment on Bonds in the Event of Change in Corporate Tax Rate. The interest rates on the Bonds shall be subject to adjustment in the event of an increase or decrease in the Corporate Tax Rate of the Purchaser after March 15, 2023, with such change in the interest rate to be effective as of the date of the increase or decrease in the Corporate Tax Rate of the Purchaser. The rates of interest on the Bonds (other than the interest rate in effect following a Determination of Taxability) shall be decreased (in the case of an increase in the Corporate Tax Rate) or increased (in the case of a decrease in the Corporate Tax Rate) so that the effective interest rate to the Purchaser, after taking into account such increase or decrease in the Corporate Tax Rate shall be the same yield to the Purchaser as was in effect prior to such change in the Corporate Tax Rate. “Corporate Tax Rate” means the highest stated statutory rate of federal income tax imposed on corporations, disregarding any surcharges or surtaxes.

3. Authority. This Bond has been issued pursuant to and in full compliance with the Constitution and laws of the State of Wisconsin, particularly Section 66.1103 of the Wisconsin Statutes, as amended from time to time, and by authority of resolutions adopted by the Issuer’s governing body in connection with a project and activity undertaken pursuant to said section of the Wisconsin Statutes.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE AS HEREINAFTER PROVIDED, AND DO NOT CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION. THE BONDS DO NOT CONSTITUTE OR GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE ISSUER, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF OR A PECUNIARY LIABILITY OF THE ISSUER, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS IS PAYABLE BY THE ISSUER SOLELY FROM “PLEDGED REVENUES” AS DEFINED IN THE BOND AGREEMENT (DESCRIBED BELOW), INCLUDING ALL PAYMENTS BY THE BORROWER UNDER THE BOND AGREEMENT. THE BONDS ARE A SPECIAL, LIMITED OBLIGATION OF THE ISSUER AND NEITHER THE ISSUER NOR ANY OF ITS OFFICIALS, OFFICERS, EMPLOYEES, COMMON COUNCIL MEMBERS OR AGENTS SHALL HAVE ANY MONETARY LIABILITY ARISING OUT OF THE OBLIGATIONS OF THE ISSUER HEREUNDER OR IN ANY CONNECTION WITH ANY COVENANT, REPRESENTATION OR WARRANTY MADE BY THE ISSUER HEREIN AND NEITHER THE ISSUER NOR ITS OFFICIALS, OFFICERS, EMPLOYEES, COMMON COUNCIL MEMBERS OR AGENTS SHALL BE OBLIGATED TO PAY ANY AMOUNTS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY OTHER THAN FROM PLEDGED REVENUES OR OTHER MONIES RECEIVED FROM THE BORROWER.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Bond Agreement contained, against any past, present or future Common Council member, officer, agent or employee of the Issuer, or any incorporator, member, officer, employee, director or trustee of any successor body, as such, either directly or through the Issuer or any successor body, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, Common Council member, officer, employee, director, agent or trustee, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Bond Agreement and the issuance of any of the Bonds.

The Bond is a duly authorized issue of Bonds of the Issuer, limited in the original aggregate principal amount of \$2,900,000 (*of which \$2,086,299.26 is the principal amount outstanding as of March 15, 2023*), issued and authorized to be issued for the purpose of providing financing to the Borrower. The Bonds are all issued under and are equally and ratably secured and entitled to the protection and benefits given by and the financing is accomplished under the terms of a Bond Agreement dated as of September 1, 2012, as amended on February 7, 2020 and March 15, 2023, by and among the Issuer, the Borrower, the Trustee and the Purchaser (as amended, the “Bond Agreement”), to finance a project consisting of the (i) purchase of land, (ii) acquisition and rehabilitation of an existing approximately 61,165 square foot facility located at W222 N630 Cheaney Road in the City of Pewaukee, Wisconsin (the “Facility”) to be used by Building Service, Incorporated, a Wisconsin corporation, which designs, builds and furnishes commercial interiors and (iii) payment of certain professional costs and costs of issuance (collectively, the “Project”), which Bond Agreement provides for principal and interest payments sufficient to provide the Issuer with revenues to pay when due the principal of and interest on the Bonds. All of the Issuer’s right, title and interest in and to the Bond Agreement (except for Unassigned Rights) has been pledged and assigned to the Trustee as security for the payment of the Bonds.

4. Occurrence of a Determination of Taxability. The Bonds shall bear interest, payable on the first Payment Date after the occurrence of a Determination of Taxability with respect to all prior periods, computed at the rate set forth in this Section (the “Taxable Interest”) (on a 360-day year, actual days elapsed basis) on the outstanding principal amount of the Bonds (as reduced from time to time) from the date of the Event of Taxability, less any interest already paid, from the date of the Event of Taxability to such Payment Date. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Bond for Taxable Interest. Thereafter, the Bonds shall bear Taxable Interest as defined in this Section and as provided in this Section on the Bonds Outstanding on each Payment Date. Except for Taxable Interest allocable to the period between the Event of Taxability and the Payment Date immediately succeeding the Determination of Taxability (which interest shall be payable on such Payment Date immediately succeeding the Determination of Taxability), Taxable Interest payable under this Section shall be payable with respect to the same period, at the same time and in the same manner as interest payments regularly paid pursuant to the Bond Agreement.

Taxable Interest payable on the Bonds for purposes of this Section shall automatically be adjusted to a rate, as determined by the Purchaser in its sole and absolute discretion, equal to the interest rate on the Bonds without application of the Tax-Exempt Multiplier. Such increased rate is to be effective, retroactively, as applicable, as of the date of the Determination of Taxability. The Borrower shall also pay to the Bondowners (and any former Bondowners holding Bonds during any period subsequent to an Event of Taxability) as additional interest, the amount of penalties, additions to tax (exclusive of any taxes imposed under Section 11 or any successor provision of the Code) or interest assessed against the Bondowners (and former Bondowners) on account of a Determination of Taxability. Taxable Interest to be paid pursuant to this Section for the period between the Event of Taxability and the Payment Date immediately succeeding the Determination of Taxability shall be paid immediately following the Determination of Taxability in the same manner as interest is paid to Bondowners in accordance with the Bond Agreement.

Any Bondowner shall have the right, but not the obligation, to arrange for the contest of an allegation that an Event of Taxability has occurred, by appropriate legal proceedings. In the event no Bondowner shall contest the Event of Taxability, the Borrower shall have the option but not the obligation to do so. If (i) the Borrower shall have made any additional payments to a Bondowner or former Bondowner by reason of an Event of Taxability pursuant to this Section, and (ii) it shall be successfully claimed for the taxable year in question that the interest on the Bonds for such taxable year is excluded from the Bondowner’s or former Bondowner’s taxable income for federal income tax purposes (for this purpose a claim shall be deemed successful only upon the occurrence of a “determination,” as defined in Section 1313(a) or any successor provision of the Code) or, if the Bondowner or former Bondowner shall not have included such interest in the Bondowner’s or former Bondowner’s taxable income for federal income tax purposes upon expiration of the statute of limitations provided by Section 6501 or any successor provision of the Code with respect to such taxable year, then the Bondowner or former Bondowner (as the case may be) shall pay to the Borrower the amount of any such additional payments which had been made by the Borrower to the Bondowner or former Bondowner, less any actual expenses incurred by such Bondowner or former Bondowner as a result of the alleged Event of Taxability. Upon successful challenge of an Event of Taxability, the interest rate on the Bonds shall return to the interest rate ordinarily payable hereunder as if no Event of Taxability had ever been alleged.

5. Prepayment of Bonds. No Bond may be called for redemption prior to its stated maturity except as provided in paragraphs 6, 7 and 8 herein; *provided, however*, that nothing herein shall be deemed to limit the right of acceleration of Bond maturities upon the occurrence of Bond Default.

6. Optional Prepayment. The Bonds may be prepaid at any time, at the option of the Borrower, at the prices and in the amounts set forth in the Credit Agreement.

The Bonds are subject to redemption prior to maturity upon receipt by the Trustee of the written request from the Borrower stating that it intends to prepay the Loan upon notice, provided by the Trustee not less than 30 days prior to the Redemption Date, and thereby effect redemption of the Bonds being redeemed.

7. Optional Redemption of Bonds Upon Occurrence of Certain Extraordinary Events. The Bonds shall be subject to redemption, in whole or in part, at par plus accrued interest to the Redemption Date at the option of the Borrower, or the Bondowners by Requisite Consent. If the Project is affected as set forth below, each shall have an independent option to have the Loan repaid in whole out of Net Proceeds of an insurance or condemnation award relating to destruction or damage or condemnation of all or any part of the Project, and to direct the Issuer either (i) to call for redemption and prepayment all the Outstanding Bonds, or (ii) to call for redemption and prepayment that amount of Outstanding Bonds attributable to debt incurred for the Project as determined by the Trustee, if:

(a) The Project shall have been damaged or destroyed to such extent that, in the opinion of the Borrower expressed in a Borrower's Certificate, or in the written opinion of an independent architect acceptable to the Trustee and, if the Purchaser then owns any of the Bonds, the Purchaser, filed with the Issuer and the Trustee following such damage or destruction (i) the completion of the Project will be delayed for at least six months, (ii) it is not practicable or desirable to rebuild, repair or restore the Project within a period of six consecutive months following such damage or destruction, or (iii) the Borrower is or will be thereby prevented from carrying on its normal operations for a period of at least six consecutive months;

(b) Title to or the temporary use of all or substantially all of the Project shall have been taken under the exercise of the power of eminent domain by any Government Authority to such extent that, in the opinion of the Borrower expressed in a Borrower's Certificate, or in the written opinion of an independent architect acceptable to the Trustee and, if the Purchaser then owns any of the Bonds, the Purchaser filed with the Issuer and the Trustee (i) the completion of the Project will be delayed for at least six months, or (ii) the Borrower is or will be thereby prevented from carrying on its normal operations at the Project Site for a period of at least six consecutive months;

(c) Any court or administrative body of competent jurisdiction shall enter a judgment, order or decree requiring the Borrower to cease all or any substantial part of its operations at the Project Site to such extent that, in the opinion of the Borrower expressed in the Borrower's Certificate, or in the written opinion of Counsel, who is also acceptable to the Purchaser if the Purchaser then owns any of the Bonds, filed with the Issuer and the Trustee, the Borrower is or will be thereby prevented from carrying on its normal operations at the Project Site for a period of at least six consecutive months;

(d) As a result of any changes in the Constitution of Wisconsin or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by

final decree, judgment or order of any court or administrative body (whether state or federal), the Bond Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed herein, or unreasonable burdens or excessive liabilities shall have been imposed on the Issuer or the Borrower including, without limitation, federal, state or other ad valorem, property, income or other taxes not being imposed on the date hereof; or

(c) If it shall be discovered that the Borrower's title to the Project shall be materially defective, and the Borrower's title to the Project shall be lost by reason of such defect.

In any such case, the Borrower or Bondowners shall, to exercise their respective option hereunder, give notice to the Issuer, the Trustee and the Bondowners or the Borrower, as the case may be, in writing of its or their intent to exercise this option and specifying the proposed Redemption Date, within thirty (30) days following discovery of the event by the party determining to exercise its option hereunder. The exercise of either party of its option to redeem the Bonds shall be binding on all parties hereto. Within sixty (60) days after the giving of notice as set forth above, the Borrower shall deposit with the Trustee a sum sufficient, together with other funds held by the Trustee and available for such purpose (i) to redeem the Bonds, in whole or in part, as applicable at a redemption price equal to the principal amount thereof, (ii) to pay the interest which will become due on such Bonds to and including the Redemption Date, and (iii) to pay all expenses of the Issuer and the Trustee accrued and to accrue through the Redemption Date.

If the Borrower shall have received proceeds of an insurance or condemnation award relating to destruction or damage or condemnation of all or any part of the Project, and such net proceeds exceed the amount necessary to rebuild, repair or restore the Facility, the Borrower agrees to direct the Issuer to call for redemption and prepayment Outstanding Bonds equal to the amount of such resulting excess net proceeds.

8. Mandatory Redemption at Option of Purchaser. The Bonds shall be subject to mandatory redemption, in whole, but not in part, at the option of the Purchaser, so long as the Purchaser owns all of the Outstanding Bonds, on any Put Date. The Purchaser shall give prior written notice to the Borrower and the Trustee of such mandatory redemption by not less than ninety (90) days prior to any Put Date. The redemption price in such event shall be 100% of the principal amount of the Bonds so redeemed, plus all accrued interest to the Put Date. In the event that the Purchaser has exercised its right under this Section to cause a mandatory redemption of the Bonds on a Put Date and the Borrower has secured a purchaser for the Bonds on such Put Date, the Borrower may elect to have the redemption treated as a mandatory tender and the Bonds shall be purchased at a purchase price equal to 100% of the principal amount of the Bonds so purchased, plus all accrued interest to the Put Date, and upon payment of such purchase price to the Purchaser, the Bonds shall be treated as tendered and purchased rather than redeemed.

9. Notice and Effect of Redemption. Notice of the call for any redemption of Bonds prior to maturity shall be given by the Trustee by mailing a copy of the redemption notice by first-class mail not less than 30 days prior to the Redemption Date to the Bondowner of each Bond to be redeemed at the address shown on the Bond Register; *provided, however*, that failure to give any such notice as aforesaid or any defect therein with respect to any particular Bond shall not affect the validity of any proceedings for the redemption of any other Bond.

Each redemption notice shall (i) identify the particular Bonds or portions thereof to be redeemed (including, at a minimum, certificate numbers and called amount for each certificate (for partial calls), Redemption Date, Trustee, date of issue, maturity date, and other descriptive information, if any, that accurately identifies the particular Bonds called for redemption), (ii) identify the provisions of the Bond Agreement pursuant to which the Bonds are being redeemed, (iii) identify the place of payment, (iv) state the applicable redemption price, including the premium, if any, (v) state that interest on the Bonds or portions thereof thus called for redemption will cease to accrue from and after the Redemption Date specified therein, and (vi) state that the notice of redemption may be rescinded by the Borrower and the Trustee.

If pursuant to the Bond Agreement the Trustee shall hold funds in the form of cash or Government Obligations which are available and will be sufficient in amount to pay the principal of and premium, if any, on the Bonds or portions thereof thus called for redemption and to pay the interest thereon to the Redemption Date, such Bonds or portions thereof shall cease to bear interest from and after the Redemption Date in question.

10. Other Provisions. Except as provided in the Bond Agreement, the owners of the Bonds shall have no right to enforce the provisions of the Bond Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Bond Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto. In certain events, on the conditions, in the manner and with the effect set forth in the Bond Agreement, the principal of all Bonds issued under the Bond Agreement and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued therein. Amendments, supplements, modifications and alterations of the Bond Agreement may be made only to the extent and in the circumstances permitted by the Bond Agreement.

This Bond may be transferred in whole or in part and may be transferred only in compliance with existing state and federal securities laws, and only by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon presentation and surrender of this Bond together with said executed form of assignment at the principal corporate trust office of the Trustee, the Trustee shall register the transfer of this Bond in the Bond register maintained by the Trustee; *provided, however*, that the Trustee shall have no obligation to register the transfer unless the executed assignment shall be satisfactory to it in form and substance. Upon registration of the transfer of this Bond, the Trustee shall cancel this Bond, and the Issuer shall issue, and the Trustee shall authenticate, one or more new Bonds of authorized denominations of the same maturity and interest rate and in the same aggregate outstanding principal amount as this Bond. The Issuer and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of the principal of, premium, if any, and interest due hereon and for all other purposes, and neither the Issuer, nor the Trustee nor any alternate paying agent shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Bond Agreement and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the issue of which it forms a part has been duly authorized by the Issuer and does not exceed or violate any constitutional or statutory limitation. This Bond is issued with the intent that the laws of the State of Wisconsin will govern its construction. This Bond shall not be valid or become obligatory for any purpose or be

entitled to any security or benefit under the Bond Agreement until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the signatures of its Mayor and City Clerk, and its corporate seal to be hereunto impressed.

CITY OF PEWAUKEE, WISCONSIN

[SEAL]

By: _____
Steve Bierce, Mayor

By: _____
Kelly Tarczewski, City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Bond Agreement.

JOHNSON BANK, as Trustee

Date of Authentication:

March 15, 2023

By: _____

Name: _____

Title: _____

[Signature Page of Amended Bond]

City of Pewaukee, Wisconsin
Midwestern Disaster Area Revenue Bonds, Series 2012
(Building Service, Incorporated Project)

ASSIGNMENT

SOCIAL SECURITY OR FEDERAL
EMPLOYER IDENTIFICATION
NUMBER: _____

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney-in-fact to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or change whatsoever.

Amendment To:
\$2,900,000
City of Pewaukee, Wisconsin
Midwestern Disaster Area Revenue Bonds, Series 2012
(Building Service, Incorporated Project)

SECOND AMENDMENT TO BOND AGREEMENT

This Second Amendment to Bond Agreement (the “Amendment”) is made and entered into as of March 15, 2023 by and among the CITY OF PEWAUKEE, WISCONSIN (the “Issuer”), DBF PROPERTIES LLC, a Wisconsin limited liability company (the “Borrower”), JOHNSON BANK, as trustee (the “Trustee”), and JOHNSON BANK, as purchaser (the “Purchaser”), in conjunction with the \$2,900,000 City of Pewaukee, Wisconsin Midwestern Disaster Area Revenue Bonds, Series 2012 (Building Service, Incorporated Project) (the “Bonds”).

RECITALS:

WHEREAS, the Bonds were issued on September 21, 2012 pursuant to a Bond Agreement dated as of September 1, 2012 (the “Original Bond Agreement”), by and among the Issuer, the Borrower, and JPMorgan Chase Bank, N.A., as original purchaser and as original trustee;

WHEREAS, on February 7, 2020, the Purchaser purchased all of the outstanding Bonds from JPMorgan Chase Bank, N.A., and the Issuer, the Borrower, the Purchaser, and the Trustee entered into a First Amendment to Bond Agreement dated February 7, 2020 (the “First Amendment” and collectively with the Original Bond Agreement, the “Bond Agreement”), to amend certain terms and provisions of the Original Bond Agreement;

WHEREAS, the outstanding principal balance of the Bonds as of the date of this Amendment is \$2,086,299.26;

WHEREAS, the Borrower and the Purchaser have agreed to modify certain of the terms and provisions of the Bond Agreement and the Bonds relating to the interest rate on the Bonds;

WHEREAS, to give effect to such modifications, the Borrower and the Purchaser have requested that the Issuer amend the Bond Agreement and amend its \$2,900,000 Midwestern Disaster Area Revenue Bonds, Series 2012 (Building Service, Incorporated Project) (the “Amended Bonds”); and

WHEREAS, Section 10.02 of the Bond Agreement provides that the Bond Agreement may be amended with the consent of the Borrower and approved by requisite consent of the bondowners, and the Borrower and the Purchaser (as the sole bondowner under the Bond

Agreement, as amended) have given such consent as evidenced by their respective signatures to this Amendment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuer, the Borrower, the Purchaser and the Trustee hereby amend the Bond Agreement as follows:

1. **Amendment to Section 2.03 – Interest on the Bonds.** Section 2.03 is deleted in its entirety and replaced with the following language:

“Section 2.03 Interest on the Bonds.

(a) Initial Interest Rate. Commencing on March 15, 2023 through March 14, 2028, the Bonds shall bear interest at a fixed rate calculated pursuant to the following formula:

$(\text{Five-Year Fixed Rate Loan Curve} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}$

Interest Rate on March 15, 2023: $([\text{____}\%] + 2.25\%) \times 85\% = [\text{____}\%]$

(b) Interest Rate on Reset Date. Commencing on March 15, 2028, and as reset on each Reset Date (hereinafter defined) thereafter, the Bonds shall bear interest at a variable rate or fixed rate as selected by Borrower in writing, with the consent of the Purchaser, and delivered to the Trustee not less than 30 days nor more than 60 days (unless waived by the Borrower and the Purchaser) prior to the next succeeding Reset Date (provided that if no election is made by the Borrower during such notice period, then the Borrower shall be deemed to have made an election at the variable rate), which election shall be irrevocable, for such Reset Period (hereinafter defined) equal to:

(1) A variable rate equal to:

$(\text{SOFR Rate} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}; \text{ or}$

(2) A fixed rate for a period of 5 years, which shall be reset on each Reset Date, equal to:

$(\text{Five-Year Fixed Rate Loan Curve} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}$

Notwithstanding the foregoing, the interest rate on the Bonds shall not exceed the Maximum Rate or the maximum rate allowed by applicable law.

(c) The following definitions are applicable to the foregoing formulas and to the remainder of this Section 2.03 and Section 2.08:

(i) “Credit Spread” means (i) initially 2.25% and (ii) from and after the initial Put Date such other Credit Spread as determined by the Purchaser for a similarly situated borrower as the Borrower based on the Purchaser’s then-current underwriting standards, and with credit committee oversight, including, without limitation, factors such as the current credit profile, market conditions and current

and historical operating performance and which Credit Spread in the opinion of Bond Counsel will not adversely affect any exemption from federal income taxation to which the Bonds would otherwise be entitled.

(ii) “Five-Year Fixed Rate Loan Curve” means the Purchaser’s internally published five-year fixed rate loan curve for commercial loans as published on the Johnson Financial Group’s Market Rates page located on Johnson Financial Group’s commercial lending resources homepage.

(iii) “Maximum Rate” means twenty percent (20%) per annum.

(iv) “Put Date” means March 15, 2028 and each successive 5-year anniversary following the initial Put Date.

(v) “Reset Date” means the first day of each Reset Period which shall also be a Put Date; the initial Reset Date shall be March 15, 2028.

(vi) “Reset Period” each period of 5 years from each Reset Date, as selected by the Borrower, through the day next preceding the next Reset Date or the maturity date of the Bonds (as applicable).

(vii) “SOFR Rate” means the 1 Month CME Term Secured Overnight Financing Rate (SOFR) which is the forward-looking SOFR rate administered by CME Group, Inc. (or other administrator selected by the Purchaser) and published on the applicable Bloomberg LP screen page (or such other commercially available source providing such quotations as may be selected by the Purchaser). If the Index or any substitute Index falls below 0%, then such Index or substitute Index shall be deemed to be 0% (the “Index”). The Index is not necessarily the lowest rate charged by Purchaser on its loans. Purchaser shall inform the Borrower of the current Index rate upon Borrower’s request. The interest rate change will not occur more often than each first day of each month using the Index determined by CME Group, Inc. (or other administrator selected by Purchaser) two Business Days prior to the applicable Put Date (provided, however, that if the Index is not published for such Business Day, then the Index shall be determined by reference to the immediately preceding Business Day on which such rate is published). Borrower understands that Purchaser may make loans based on other rates.

If Purchaser determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Bond, Purchaser may amend this Bond Agreement by designating a substantially similar substitute index. Purchaser may also amend and adjust the Credit Spread to accompany the substitute index. The change to the Credit Spread may be a positive or negative value, or zero. In making these amendments, Purchaser may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific Index that is unavailable or unreliable. Such an amendment to the terms of this Bond Agreement will become effective and bind Borrower 10 Business Days after Purchaser gives written notice to Borrower without any action or consent of the Borrower.

(viii) “Tax-Exempt Multiplier” means the tax-exempt multiplier determined from time to time by the Purchaser as shown on its internal pricing sheets for tax-exempt interest rates which are not bank-qualified pursuant to Section 265 of the Code, initially 85%.

(d) The Purchaser shall provide the Borrower with such information as to historical and current interest rates as the Borrower shall reasonably request from time to time.

(e) All determinations of the interest rate hereunder shall be final and conclusive absent manifest error.

(f) Interest on the Bonds shall be computed on a 360-day year, actual days elapsed basis, and shall be payable on the seventh day of each month, commencing on April 7, 2023. Interest on the Bond is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under the Bond is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Bond.

(g) Interest shall accrue only on principal amounts actually deposited and from the date such amounts are actually deposited into the Project Fund pursuant to Section 3.01 and Section 4.02 of this Bond Agreement.

(h) Overdue principal and interest on the Bonds shall (to the extent legally enforceable) bear interest at the Default Rate. Any interest on any Bond which is payable, but is not punctually paid or duly provided for, may be paid in any lawful manner, at the discretion of the Trustee. All unpaid principal and interest shall be paid on September 1, 2042.

(i) Interest Rate Adjustment on Bonds in the Event of Change in Corporate Tax Rate. The interest rates on the Bonds shall be subject to adjustment in the event of an increase or decrease in the Corporate Tax Rate of the Purchaser after March 15, 2023, with such change in the interest rate to be effective as of the date of the increase or decrease in the Corporate Tax Rate of the Purchaser. The rates of interest on the Bonds (other than the interest rate in effect following a Determination of Taxability) shall be decreased (in the case of an increase in the Corporate Tax Rate) or increased (in the case of a decrease in the Corporate Tax Rate) so that the effective interest rate to the Purchaser, after taking into account such increase or decrease in the Corporate Tax Rate shall be the same yield to the Purchaser as was in effect prior to such change in the Corporate Tax Rate. “Corporate Tax Rate” means the highest stated statutory rate of federal income tax imposed on corporations, disregarding any surcharges or surtaxes.”

2. Amendment of Bonds.

a. The Amended Bonds shall be amended in the form attached hereto as Exhibit A and issued as a single bond certificate. The Amended Bonds shall be executed in

the manner set forth in Section 2.15 of the Bond Agreement and authenticated as provided in Section 2.16 of the Bond Agreement.

b. Upon execution of this Amendment, the Trustee shall deliver the duly executed and authenticated Amended Bonds to the Purchaser.

3. Terms of Bond Agreement Remain in Effect Except as Amended. Except as specifically amended by this Amendment, the terms and provisions of the Bond Agreement and the Amended Bonds issued pursuant thereto shall remain in full force and effect.

4. Representations and Warranties of the Borrower. The Borrower hereby represents and warrants that:

a. All of the representations and warranties made by the Borrower in the Bond Agreement are true and correct on the date of this Amendment;

b. No Default or Event of Default under the Bond Agreement has occurred and is continuing as of the date of this Amendment;

c. The making, execution and delivery of this Amendment and performance of and compliance with the terms of the Bond Agreement (as amended by this Amendment) have been duly authorized by the Borrower;

d. The Borrower's consent, pursuant to Section 10.03 of the Bond Agreement, to the amendment of the Bond Agreement by this Amendment, is evidenced by the Borrower's execution of this Amendment; and

e. The Borrower agrees that the Issuer's out-of-pocket costs, including but not limited to administrative expenses and legal fees, in connection with the authorization, execution and delivery of this Amendment shall be paid by the Borrower.

5. Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants that:

a. As of the date hereof, the Purchaser is the lawful holder of all (100%) of the Amended Bonds;

b. Purchaser hereby waives notice as required under Section 10.02 of the Bond Agreement;

c. Purchaser's making, execution and delivery of this Amendment has been duly authorized by all necessary action by Purchaser; and

d. Purchaser's consent, pursuant to Section 10.02 of the Bond Agreement, to the amendment of the Bond Agreement by this Amendment, is evidenced by the Purchaser's execution of this Amendment.

6. Representations and Warranties of the Trustee. The Trustee hereby represents and warrants that:

a. Trustee hereby accepts the powers and duties of the Trustee as set forth in Article VII of the Bond Agreement; and

b. Trustee's making, execution and delivery of this Amendment has been duly authorized by all necessary action by Trustee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment to Bond Agreement to be executed all as of the date first above written.

CITY OF PEWAUKEE, WISCONSIN

[SEAL]

By: _____
Steve Bierce, Mayor

By: _____
Kelly Tarczewski, City Clerk

DBF PROPERTIES LLC

By: Building Service, Incorporated, its Manager

By: _____
Name: _____
Title: _____

JOHNSON BANK, as Trustee

By: _____
Name: _____
Title: _____

JOHNSON BANK, as Purchaser

By: _____
Name: _____
Title: _____

[Signature Page of Second Amendment to Bond Agreement]

Amendment to City of Pewaukee, Wisconsin
Midwestern Disaster Area Revenue Bonds, Series 2012
(Building Service, Incorporated Project)

EXHIBIT A
FORM OF AMENDED BOND

[SEE ATTACHED]

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 5.**

DATE: March 6, 2023

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion Regarding the Court Decision in the Excessive Assessment Lawsuit by Richard Carr and Joanne Braam
(W268 N2433 Meadowbrook Road - PWC 0931-972) [S. Riffle]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 6.**

DATE: March 6, 2023

DEPARTMENT: PW - Stormwater

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action to Award Hill n Dale Drainage Improvements to the Lowest Qualified Bidder, Musson Brothers, in the Amount of \$1,239,955.82 [Wagner].

BACKGROUND:

The Hill n Dale Drainage project has been in design since the inception of the storm water utility in 2010. The Hill n Dale subdivision experiences flooding events for many of the properties along the western subdivision limit. The flooding surrounded homes and created a large ponding area on the adjacent parcel which the City subsequently purchased. The large ponding area contributed to property sump pumps running continuously until the flooding dissipated. This project will capture the runoff from the westerly properties in a dry detention basin lined with clay to reduce groundwater infiltration. The pond will discharge to the ditches along Hill n Dale Circle to Bonnie Lane where it crosses Capital Drive. The ditches and culverts along this route are also being improved as part of this project.

The intent of this project is to pond the water in a clay lined pond to reduce the infiltration which leads to the excessive sump pump discharges. It will be released in a controlled manner so the downstream conveyance will convey the water safely to the ultimate discharge point from this subdivision.

Staff bid this project in February. The project had 5 bidders with the low bid of Musson Brothers in the amount of \$1,239,955.82.

Staff recommends awarding this project to the low bid.

FINANCIAL IMPACT:

The 2023 budget allocated \$1,420,000 for this project which was included in the 2022 borrowing.

Estimated Engineering, Administration, and Contingency recommended for the project is \$371,986.75 for a total project cost of \$1,611,942.57. This exceeds the budget, however, we are looking to apply for a grant for the Busse Road Bridge which will delay construction to 2024 or later so if funds are required over the \$1,420,000 budgeted, we would reallocate funds from the bridge project.

RECOMMENDED MOTION:

Common Council award Hill n Dale Drainage Improvements to the lowest qualified bidder, Musson Brothers, in the

amount of \$1,239,955.82 and authorize reallocation funds if needed.

ATTACHMENTS:

Description

Recommendation of Award

Partial Design Plans

February 27, 2023

Ms. Magdelene J. Wagner, P.E.
Director of Public Works
City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

RE: Hill N Dale Drainage Improvements
Project Number ST-22-57301

Dear Ms. Wagner:

Bids for the above project were opened on 10:00 a.m., February 23, 2023 at W240 N3065 Pewaukee Road, Pewaukee, WI 53072 and were as follows:

BIDDER	BASE BID	MANDATORY ALTERNATE	TOTAL
1. Musson Bros., Inc.	\$1,235,455.82	\$4,500.00	\$1,239,955.82
2. C.W. Purpero, Inc.	\$1,381,798.00	\$2,250.00	\$1,384,048.00
3. Willkomm Excavating	\$1,474,218.50	\$ 736.83	\$1,474,955.33
4. Buteyn Peterson Construction Co., Inc.	\$1,493,593.50	\$2,550.00	\$1,496,143.50
5. Michels Road and Stone, Inc.	\$1,508,447.90	\$1,500.00	\$1,509,947.90

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder, nor to the proposed major subcontractors and suppliers.
3. Low bidder has successfully completed similar projects over the last several years.

On these bases, we recommend that Musson Bros., Inc. be awarded the Hill N Dale Drainage Improvements contract, in the amount of \$1,239,955.82. This amount is based on the bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary. On all construction projects, unpredictable factors may increase the final contract amount. For this reason, we recommend that the City of Pewaukee include a 10 percent contingency when preparing the financial plan for this work.

Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After the City of Pewaukee approval has been received, please have the appropriate official sign where indicated and forward a signed copy of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Ms. Magdelene J. Wagner, P.E.
City of Pewaukee
February 27, 2023
Page 2

Bids remain subject to acceptance until April 24, 2023, unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Respectfully,

RUEKERT & MIELKE, INC.

Brennen E. Fischer, P.E., CFM
Project Engineer
bfischer@ruekert-mielke.com

BEF:sjs

Encl: Notice of Award
Bid Tabulation

cc: Kenneth R. Ward, P.E., Ruekert & Mielke, Inc.
DeLeah M. Willman, E.I.T., Ruekert & Mielke, Inc.

NOTICE OF AWARD

Date of Issuance: _____

Contract: Hill N Dale Drainage Improvements
Bidder: Musson Bros., Inc.
Address: 1522 Pearl Street
Waukesha, WI 53186

Owner: City of Pewaukee
Engineer: Ruekert & Mielke, Inc.
Engineer's Project No.: 26-92203.200

TO BIDDER:

You are notified that your Bid dated February 23, 2023 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

Hill N Dale Drainage Improvements Base Bid plus Mandatory Alternate

The Contract Price of your Contract is: \$1,239,955.82

Two (2) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or have been transmitted or made available to Bidder electronically.

Two (2) sets of the Drawings will be delivered separately, or otherwise made available to Bidder electronically.

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award:

1. Deliver to Engineer two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Performance Bond, Payment Bond as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement.

Owner: City of Pewaukee

Signature: _____
Authorized Signature

Title: _____

Date: _____

Copy: Engineer

COST COMPARISON OF BIDDERS

OWNER: City of Pewaukee
PROJECT: Hill N Dale Drainage Improvements
BID OPENING DATE: February 23, 2023

BASE BID				Musson Bros., Inc.		C.W. Purperso, Inc.		Willkomm Excavating	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Mobilization	L.S.	1	\$56,649.25	\$56,649.25	\$26,000.00	\$26,000.00	\$39,000.00	\$39,000.00
2	Traffic Control	L.S.	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$3,790.00	\$3,790.00
3	Clearing and Grubbing	ACRE	6	\$5,250.00	\$31,500.00	\$5,250.00	\$31,500.00	\$5,300.00	\$31,800.00
4	Dewatering/Geotextile Filter Bag Area	L.S.	1	\$5,500.00	\$5,500.00	\$3,600.00	\$3,600.00	\$6,500.00	\$6,500.00
5	Ditch Check	EA.	20	\$115.00	\$2,300.00	\$125.00	\$2,500.00	\$122.00	\$2,440.00
6	Silt Fence	L.F.	1,350	\$2.45	\$3,307.50	\$2.00	\$2,700.00	\$3.18	\$4,293.00
7	Tracking Pad	S.F.	1,070	\$2.00	\$2,140.00	\$2.50	\$2,675.00	\$1.88	\$2,011.60
8	Remove Existing Water Service	E.A.	1	\$2,511.54	\$2,511.54	\$7,500.00	\$7,500.00	\$3,560.00	\$3,560.00
9	Remove Existing Sanitary Lateral	E.A.	1	\$2,511.54	\$2,511.54	\$7,500.00	\$7,500.00	\$5,390.00	\$5,390.00
10	Pond Clay Liner	C.Y.	14,000	\$20.35	\$284,900.00	\$36.00	\$504,000.00	\$24.95	\$349,300.00
11	Pond Excavation and Grading	L.S.	1	\$178,638.38	\$178,638.38	\$285,000.00	\$285,000.00	\$639,000.00	\$639,000.00
12	Pond Outlet Structure	EA.	1	\$37,540.00	\$37,540.00	\$39,500.00	\$39,500.00	\$35,650.00	\$35,650.00
13	Adjustment of curb box	EA.	4	\$352.16	\$1,408.64	\$300.00	\$1,200.00 **	\$130.00	\$520.00
14	14-inch x 23-inch HERCP CL IV	L.F.	160	\$144.76	\$23,161.60	\$146.00	\$23,360.00	\$96.00	\$15,360.00
15	15-inch x 21-inch CMPA	L.F.	245	\$96.07	\$23,537.15	\$94.00	\$23,030.00	\$81.00	\$19,845.00
16	15-inch x 21-inch CMPA End Section	EA.	20	\$320.75	\$6,415.00	\$250.00	\$5,000.00	\$203.00	\$4,060.00
17	19-inch x 30-inch HERCP CL IV	L.F.	90	\$151.85	\$13,666.50	\$152.00	\$13,680.00	\$113.00	\$10,170.00
18	20-inch x 28-inch CMPA	L.F.	80	\$112.20	\$8,976.00	\$106.00	\$8,480.00	\$85.00	\$6,800.00
19	20-inch x 28-inch CMPA End Section	EA.	6	\$450.62	\$2,703.72	\$305.00	\$1,830.00	\$256.00	\$1,536.00
20	Cast in place concrete headwall	EA.	6	\$6,745.00	\$40,470.00	\$3,335.00	\$20,010.00	\$7,016.00	\$42,096.00
21	Full Depth Sawcutting	L.F.	1,100	\$4.00	\$4,400.00	\$1.50	\$1,650.00	\$2.39	\$2,629.00
22	Watering for restoration	1,000 GAL	110	\$65.00	\$7,150.00	\$95.00	\$10,450.00	\$69.00	\$7,590.00
23	Turf Reinforcement Mat	S.F.	3,020	\$3.25	\$9,815.00	\$1.75	\$5,285.00	\$3.45	\$10,419.00
24	Excavation Below Subgrade	C.Y.	200	\$41.33	\$8,266.00	\$34.00	\$6,800.00	\$18.00	\$3,600.00
25	Excavation Below Subgrade (EBS) Backfill	TON	400	\$32.52	\$13,008.00	\$26.00	\$10,400.00	\$19.60	\$7,840.00
26	Geogrid in EBS Area	S.Y.	700	\$7.99	\$5,593.00	\$7.00	\$4,900.00	\$5.50	\$3,850.00
27	Crushed Aggregate Base Course	TON	500	\$17.60	\$8,800.00	\$27.00	\$13,500.00	\$17.80	\$8,900.00
28	3-1/4 in. Asphaltic Concrete Binder Course	S.Y.	675	\$22.54	\$15,214.50	\$18.40	\$12,420.00	\$16.30	\$11,002.50
29	Tack Coat	GAL	70	\$4.90	\$343.00	\$4.00	\$280.00	\$10.10	\$707.00

COST COMPARISON OF BIDDERS

OWNER: City of Pewaukee
PROJECT: Hill N Dale Drainage Improvements
BID OPENING DATE: February 23, 2023

BASE BID				Musson Bros., Inc.		C.W. Purpero, Inc.		Willkomm Excavating	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
30	1-3/4 in. Asphaltic Concrete Surface Course	S.Y.	675	\$17.39	\$11,738.25	\$14.20	\$9,585.00	\$12.40	\$8,370.00
31	Full depth asphaltic concrete patch	S.Y.	355	\$42.87	\$15,218.85	\$56.00	\$19,880.00	\$40.00	\$14,200.00
32	1-inch asphaltic concrete overlay	TON	80	\$151.88	\$12,150.40	\$124.00	\$9,920.00	\$168.70	\$13,496.00
33	4-inch Asphaltic Driveway Replacement	S.F.	2,500	\$4.29	\$10,725.00	\$4.75	\$11,875.00	\$5.80	\$14,500.00
34	6-inch HES Concrete Driveway Replacement	S.F.	230	\$34.78	\$7,999.40	\$21.00	\$4,830.00	\$20.70	\$4,761.00
35	Gravel Driveway Replacement (10-in Depth)	TON	26	\$17.60	\$457.60	\$47.00	\$1,222.00	\$23.00	\$598.00
36	Ditching	L.F.	2,700	\$38.62	\$104,274.00	\$21.25	\$57,375.00	\$16.00	\$43,200.00
37	Topsoil, Seed, Fertilizer, and Erosion Mat (non-channel)	S.Y.	32,060	\$6.96	\$223,137.60	\$4.50	\$144,270.00	\$1.97	\$63,158.20
38	Topsoil, Seed, Fertilizer, and Erosion Mat (channel)	S.Y.	1,720	\$9.78	\$16,821.60	\$10.30	\$17,716.00	\$2.28	\$3,921.60
39	Remove Decorative culvert walls	EA.	4	\$365.90	\$1,463.60	\$250.00	\$1,000.00	\$250.00	\$1,000.00
40	Concrete modular retaining wall	S.F.	335	\$72.00	\$24,120.00 *	\$65.00	\$21,775.00	\$81.00	\$27,135.00
41	Dust control using water	1,000 gal	60	\$48.72	\$2,923.20	\$60.00	\$3,600.00	\$3.66	\$219.60
TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 41)					\$1,235,455.82		\$1,381,798.00		\$1,474,218.50
MANDATORY ALTERNATE BIDS									
MA-1A	Water Valve Box Section	EACH	3	\$1,500.00	\$4,500.00	\$750.00	\$2,250.00	\$245.61	\$736.83
TOTAL OF ALL ESTIMATED MANDATORY ALTERNATE BID PRICES					\$4,500.00		\$2,250.00		\$736.83
TOTAL OF ALL ESTIMATED PRICES					\$1,239,955.82		\$1,384,048.00		\$1,474,955.33

Musson Bros., Inc.

* Item 40 should be \$24,120.00, not \$25,560.00

C.W. Purpero, Inc.

** Item 13 should be \$1,200.00, not \$1,320.00

COST COMPARISON OF BIDDERS

OWNER: City of Pewaukee
PROJECT: Hill N Dale Drainage Improvements
BID OPENING DATE: February 23, 2023

BASE BID				Buteyn Peterson Construction Co., Inc.		Michels Road and Stone, Inc.	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Mobilization	L.S.	1	\$49,500.00	\$49,500.00	\$107,779.00	\$107,779.00
2	Traffic Control	L.S.	1	\$4,500.00	\$4,500.00	\$3,990.00	\$3,990.00
3	Clearing and Grubbing	ACRE	6	\$6,750.00	\$40,500.00	\$5,250.00	\$31,500.00
4	Dewatering/Geotextile Filter Bag Area	L.S.	1	\$10,500.00	\$10,500.00	\$7,000.00	\$7,000.00
5	Ditch Check	EA.	20	\$115.00	\$2,300.00	\$125.00	\$2,500.00
6	Silt Fence	L.F.	1,350	\$2.45	\$3,307.50	\$1.75	\$2,362.50
7	Tracking Pad	S.F.	1,070	\$5.00	\$5,350.00	\$3.00	\$3,210.00
8	Remove Existing Water Service	E.A.	1	\$2,500.00	\$2,500.00	\$4,500.00	\$4,500.00
9	Remove Existing Sanitary Lateral	E.A.	1	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00
10	Pond Clay Liner	C.Y.	14,000	\$31.00	\$434,000.00	\$33.60	\$470,400.00
11	Pond Excavation and Grading	L.S.	1	\$486,000.00	\$486,000.00	\$401,000.00	\$401,000.00
12	Pond Outlet Structure	EA.	1	\$38,000.00	\$38,000.00	\$56,350.00	\$56,350.00
13	Adjustment of curb box	EA.	4	\$325.00	\$1,300.00	\$730.00	\$2,920.00
14	14-inch x 23-inch HERCP CL IV	L.F.	160	\$115.00	\$18,400.00	\$174.20	\$27,872.00
15	15-inch x 21-inch CMPA	L.F.	245	\$95.00	\$23,275.00	\$129.60	\$31,752.00
16	15-inch x 21-inch CMPA End Section	EA.	20	\$400.00	\$8,000.00	\$472.00	\$9,440.00
17	19-inch x 30-inch HERCP CL IV	L.F.	90	\$135.00	\$12,150.00	\$191.50	\$17,235.00
18	20-inch x 28-inch CMPA	L.F.	80	\$106.00	\$8,480.00	\$137.20	\$10,976.00
19	20-inch x 28-inch CMPA End Section	EA.	6	\$450.00	\$2,700.00	\$400.00	\$2,400.00
20	Cast in place concrete headwall	EA.	6	\$7,745.00	\$46,470.00	\$2,550.00	\$15,300.00
21	Full Depth Sawcutting	L.F.	1,100	\$2.50	\$2,750.00	\$1.95	\$2,145.00
22	Watering for restoration	1,000 GAL	110	\$65.00	\$7,150.00	\$95.00	\$10,450.00
23	Turf Reinforcement Mat	S.F.	3,020	\$3.75	\$11,325.00	\$1.72	\$5,194.40
24	Excavation Below Subgrade	C.Y.	200	\$26.00	\$5,200.00	\$28.30	\$5,660.00
25	Excavation Below Subgrade (EBS) Backfill	TON	400	\$45.00	\$18,000.00	\$15.00	\$6,000.00
26	Geogrid in EBS Area	S.Y.	700	\$3.50	\$2,450.00	\$5.00	\$3,500.00
27	Crushed Aggregate Base Course	TON	500	\$23.00	\$11,500.00	\$21.00	\$10,500.00

COST COMPARISON OF BIDDERS

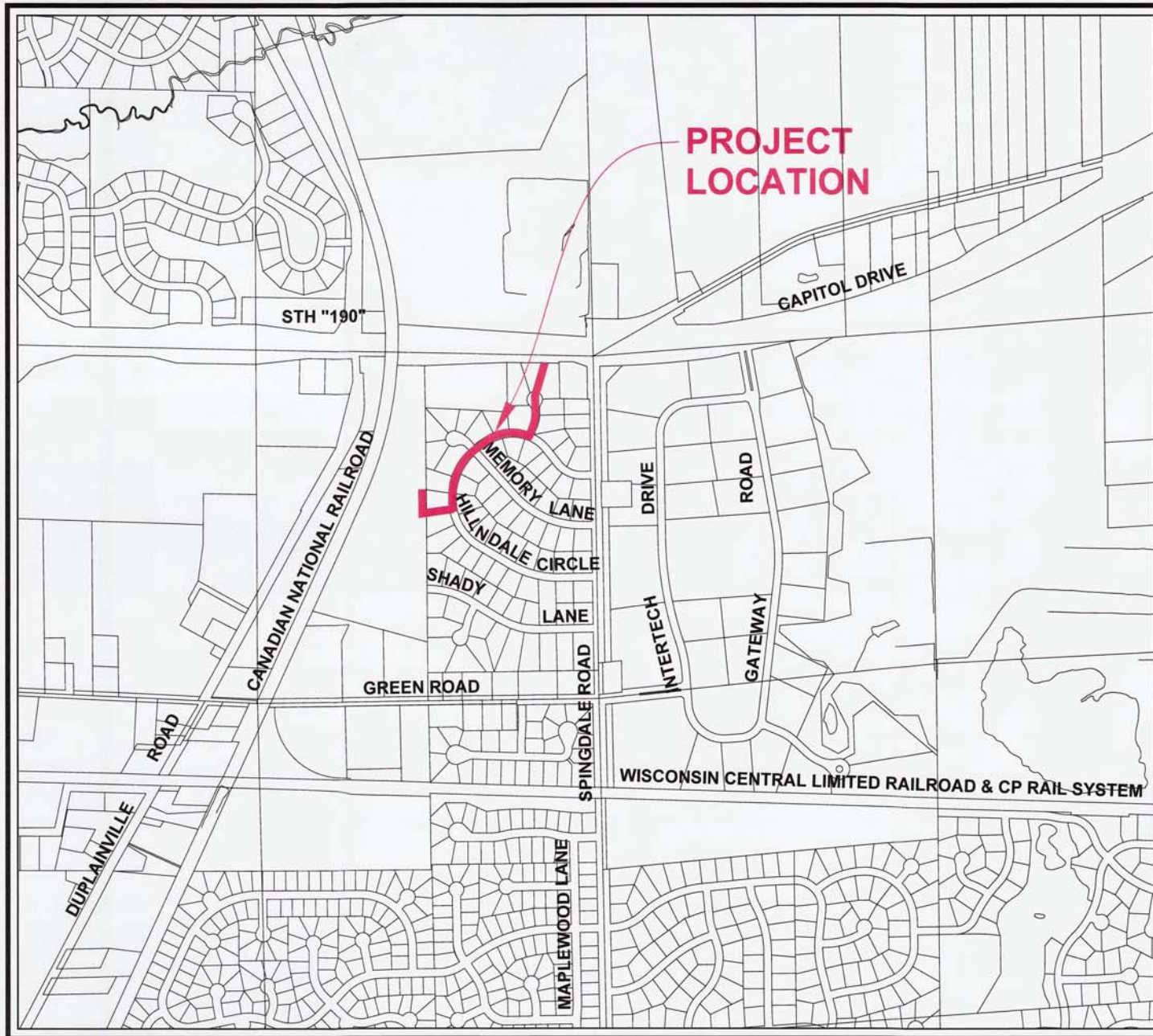
OWNER: City of Pewaukee
PROJECT: Hill N Dale Drainage Improvements
BID OPENING DATE: February 23, 2023

BASE BID				Buteyn Peterson Construction Co., Inc.		Michels Road and Stone, Inc.	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL
28	3-1/4 in. Asphaltic Concrete Binder Course	S.Y.	675	\$24.40	\$16,470.00	\$18.40	\$12,420.00
29	Tack Coat	GAL	70	\$4.00	\$280.00	\$4.00	\$280.00
30	1-3/4 in. Asphaltic Concrete Surface Course	S.Y.	675	\$20.20	\$13,635.00	\$14.20	\$9,585.00
31	Full depth asphaltic concrete patch	S.Y.	355	\$47.00	\$16,685.00	\$35.00	\$12,425.00
32	1-inch asphaltic concrete overlay	TON	80	\$124.00	\$9,920.00	\$124.00	\$9,920.00
33	4-inch Asphaltic Driveway Replacement	S.F.	2,500	\$6.17	\$15,425.00	\$3.50	\$8,750.00
34	6-inch HES Concrete Driveway Replacement	S.F.	230	\$21.00	\$4,830.00	\$21.00	\$4,830.00
35	Gravel Driveway Replacement (10-in Depth)	TON	26	\$65.00	\$1,690.00	\$32.00	\$832.00
36	Ditching	L.F.	2,700	\$14.50	\$39,150.00	\$15.00	\$40,500.00
37	Topsoil, Seed, Fertilizer, and Erosion Mat (non-channel)	S.Y.	32,060	\$2.45	\$78,547.00	\$3.50	\$112,210.00
38	Topsoil, Seed, Fertilizer, and Erosion Mat (channel)	S.Y.	1,720	\$4.45	\$7,654.00	\$11.50	\$19,780.00
39	Remove Decorative culvert walls	EA.	4	\$750.00	\$3,000.00	\$500.00	\$2,000.00
40	Concrete modular retaining wall	S.F.	335	\$80.00	\$26,800.00	\$48.00	\$16,080.00
41	Dust control using water	1,000 gal	60	\$5.00	\$300.00	\$55.00	\$3,300.00
TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 41)					\$1,493,593.50		\$1,508,447.90
MANDATORY ALTERNATE BIDS							
MA-1A	Water Valve Box Section	EACH	3	\$850.00	\$2,550.00	\$500.00	\$1,500.00
TOTAL OF ALL ESTIMATED MANDATORY ALTERNATE BID PRICES					\$2,550.00		\$1,500.00
TOTAL OF ALL ESTIMATED PRICES					\$1,496,143.50		\$1,509,947.90



HILL N' DALE DRAINAGE IMPROVEMENT PROJECT

CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN
PROJECT # ST-22-57301



LOCATION MAP

TOWN	RANGE	SECTION (s)
7 N	19 E	12 SE



Page 10 of 15

SCALE IN FEET

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LEGEND - CIVIL ENGINEERING DRAWINGS

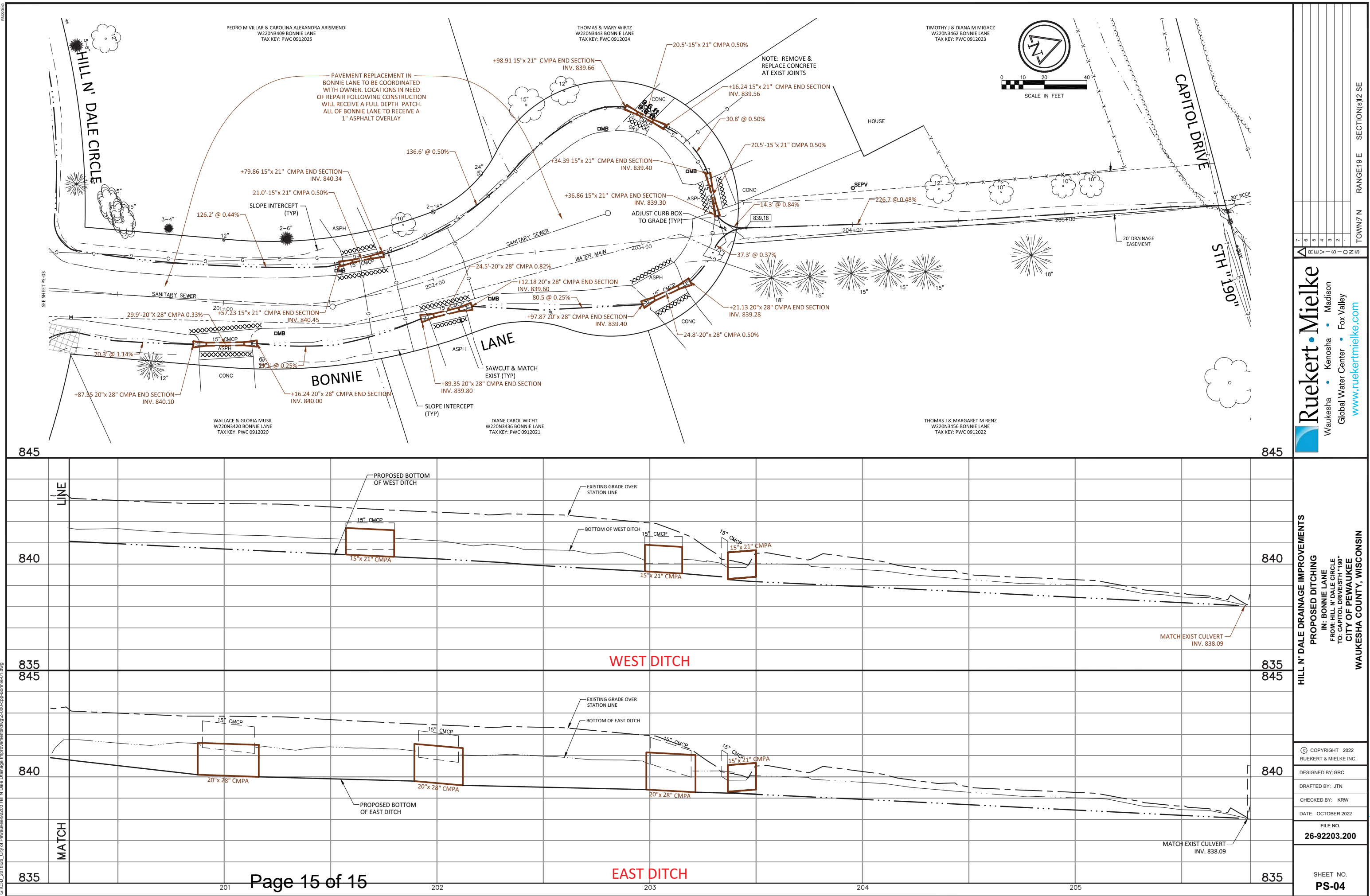
	GENERIC MANHOLE		TELEPHONE BOX		FLAG POLE		PROPOSED SILT FENCE
	GENERIC VENT		TELEPHONE MANHOLE		MAIL BOX		PROPOSED SANITARY SEWER (PLAN VIEW)
	SEWER MANHOLE		CABLE BOX		POST		PROPOSED STORM SEWER (PLAN VIEW)
	CLEAN OUT		UTILITY POLE		DELINEATOR POST		PROPOSED WATER MAIN
	SEPTIC SYSTEM		GUY WIRE		MARKER POST		PROPOSED SLOPE INTERCEPT
	SEPTIC TANK COVER		LIGHT POLE		SIGN		PROPOSED DETECTABLE WARNING FIELD
	SEPTIC VENT		YARD LIGHT		PILING		PROPOSED SANITARY MANHOLE
	MWEL MONITORING WELL		TRAFFIC SIGNAL		AIR CONDITIONER		PROPOSED SANITARY RISER
	WATER VALVE		PULL BOX		RAILROAD SIGNAL FLASHER		PROPOSED WATER VALVE
	HYDRANT		SANITARY SEWER		RAILROAD SIGNAL BOX		PROPOSED HYDRANT
	YARD HYDRANT		WATER MAIN		RAILROAD SPIKE		PROPOSED YARD HYDRANT
	WATER VALVE MANHOLE		STORM SEWER		STUMP		PROPOSED WATER VALVE MANHOLE
	WATER CURB STOP		UNDERGROUND GAS MAIN		DECIDUOUS TREE		PROPOSED WATER MAIN REDUCER
	WELL		UNDERGROUND ELECTRIC		DECIDUOUS MULTIPLE TRUNK TREE		PROPOSED WATER MAIN OFFSET
	SPRINKLER HEAD		UNDERGROUND TELEPHONE		CONIFEROUS MULTIPLE TRUNK TREE		PROPOSED WATER MAIN PLUG
	STORM CATCH BASIN		UNDERGROUND FIBER OPTIC		CONIFEROUS TREE		PROPOSED WATER MAIN PLUG W/AIR RELEASE
	STORM INLET		UNDERGROUND TV CABLE		CONTROL POINT		PROPOSED WATER MAIN CROSS
	GAS MANHOLE		EDGE OF PAVEMENT		IRON PIPE		PROPOSED WATER MAIN TEE
	GAS VALVE		EDGE OF GRAVEL SHOULDER		IRON ROD		PROPOSED WATER MAIN BEND (ANGLE NOTED)
	GAS METER		EDGE OF CONCRETE		SECTION CORNER		PROPOSED LOCATOR BOX
	GAS VENT		DITCH		MONUMENT		PROPOSED STORM INLET/CATCH BASIN
	GAS VALVE TEST		TOE OF SLOPE		TEST BORING		PROPOSED STORM MANHOLE
	GAS CURB STOP		TOP OF BANK		PK NAIL		PROPOSED DITCH CHECK
	ELECTRIC BOX		FENCE		DECORATIVE ROCK		PROPOSED INLET PROTECTION
	ELECTRIC MANHOLE		GUARD RAIL		REVISION LABEL		
	ELECTRIC METER		CULVERT (SIZE & TYPE NOTED)		WETLANDS		
			RAILROAD TRACKS		WATER ELEVATION		
			EDGE OF TREES & BRUSH				

Gregory R. Calhoun
PROFESSIONAL ENGINEER
2-9-2023

CHECKED BY: _____

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Chicago • Global Water Center • Fox Valley
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PROJECT NO. 26-92203.200



**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 7.**

DATE: March 6, 2023

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and possible action regarding the Shady Lane/Shady Nook Paving and Utility Extension Project and possible assessments.

BACKGROUND:

The City opened the only bid received for the Shady Lane/Shady Nook Road Reconstruction and Utility Extension project on Thursday, March 2nd. Recall the City rejected the bids for this project in 2022 due to the assessment costs.

The City rebid this project taking into consideration the feedback from the 2022 bidding. In 2023, we received 1 bid (even though we had plenty of contractors pull plans and ask several questions during bidding). The bid is about the same cost as last year's bid. Reviewing the potential assessments against the properties benefiting from the Utility Extensions, the assessments for each home are approximately \$40,400 for sewer main and lateral and approximately \$25,900 for water main and service (total without the road assessment or the connection charges of approximately \$66,300).

The Shady Lane/Shady Nook is an area that has well contamination from Quad Graphics which was originally found in the early 1990's. This is an area where water main should be extended to protect the health of the residents. It is my understanding they had received some assistance of bottled water or a treatment system at the time of the original discovery. It is unclear if they are still receiving these benefits.

This area was built in the late 1950's and early 1960's. These homes are on private septic systems. Since the County maintains these records, we are unsure of the condition of these septic systems. Homes surrounding these currently have municipal sewer. The area is also known to have a seasonal high ground water table which also impacts the life of the septic fields. This is an area where we believe we should provide septic relief in the way of a municipal sewer.

Finally, Shady Lane and Shady Nook pavements are beyond the normal life of the roadway. Several years ago, we placed an asphalt overlay on the road to give the City time to plan and design the utility extensions. It is best before reconstructing the roadway to install these utilities for the longevity of the pavement.

With this bidding not changing the costs from the prior bidding despite the large interest in the project and the early bidding, I believe additional discussion needs to occur to determine how the City should proceed with this project and its utility extensions. Further discussion should include whether we continue to pursue the utility extension, extension of our standard 10-year payback to a 15-year or 20-year payback to reduce the annual payments, a supplement from the general City Tax Base, or use of the ARPA funds to offset some of the assessment.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 8.**

DATE: March 6, 2023

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding **Resolution 23-03-03** to Amend the 2023 Fee Schedule Pertaining to Impact Fees [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Resolution 23.03.03

RESOLUTION 23-03-03
A RESOLUTION TO AMEND THE 2023 FEE SCHEDULE
FOR THE CITY OF PEWAUKEE

WHEREAS, the City of Pewaukee Common Council has created a City Code of Ordinances; and

WHEREAS, the City of Pewaukee requires certain fees for services provided by the city as currently outlined in the sections of the Municipal Code; and

WHEREAS, the City Common Council has an obligation to the taxpayers in the City of Pewaukee to establish fair fees, cash bonds, and letters of credit requirements to offset the services and actual cost of City employees for review and inspection; and

WHEREAS, the City of Pewaukee adopted the 2023 Fee Schedule on December 5, 2022 through the passage of Resolution 22-12-53; and

WHEREAS, the City of Pewaukee decides from time to time, these fees for such approved activities within the City may be modified by the City Common Council by resolution; and

WHEREAS, Section 17.0302b requires impact fees to be adjusted annually based upon the Midwest Region All Items CPI for All Urban Consumers from January 1 of the preceding year; and

WHEREAS, the increase is 6%.

NOW THEREFORE, the Common Council of the City of Pewaukee, **DOES HEREBY RESOLVE AS FOLLOWS**:

SECTION 1: SCHEDULE OF FEES.

The following shall be modified the Schedule of Fees for services provided by City of Pewaukee personnel:

8. Impact Fee – Also Zoning Ordinance	
Total Residential Impact Fee \$1,641.00 / dwelling unit	
Total Non-Residential Impact Fee \$2,158.00 / per acre	
➤ Impact Fee to be used for Parks, Playgrounds and Athletic Fields:	
○ Residential Buildings:	\$1,043.00 / dwelling unit
➤ Impact Fee to be used for Fire and Rescue Facilities:	
○ Non-residential building:	\$ 246.00 / per acre
○ Residential buildings:	\$ 101.00 / dwelling unit
➤ Impact Fee to be used for Hike/Bike Trails:	
○ Non-residential buildings:	\$1,912.00 / per acre
○ Residential buildings:	\$ 497.00 / dwelling unit

SECTION 2: EFFECTIVE DATE.

This resolution shall take effect upon passage and posting or publication as provided by law.

Dated the 6th day of March, 2023.

CITY OF PEWAUKEE

ATTEST:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 9.**

DATE: March 6, 2023

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

PUBLIC HEARING, Discussion and Possible Action Regarding a Conditional Use Permit for Quattro Development/Higher Ground Education for Property Located on Highfield Court for the Purpose of Constructing a Childcare Facility (PWC 0906-994) [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Quattro Development staff report 2.16.23

Higher Ground project narrative

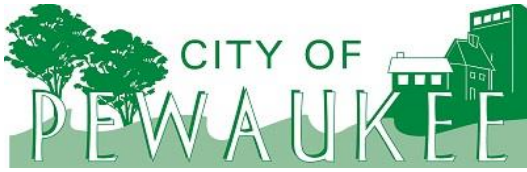
Higher Ground response comments

Higher Ground civil & architectural plans

Higher Ground ROW release request

Higher Ground CSM

Quattro Development draft Conditional Use Permit



Office of the Planner & Community Development Director
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
Phone (262) 691-0770 Fax (262) 691-1798
fuchs@pewaukee.wi.us

REPORT TO THE PLAN COMMISSION

Meeting of February 16, 2023

Date: February 9, 2023

Project Name: Guidepost Montessori Conditional Use and Site & Building Plan Review

Project Address/Tax Key No.: Highfield Court/PWC 0906994

Applicant: Quattro Development, LLC

Property Owner: KB Pewaukee, LLC

Current Zoning: B-6 Mixed Use Business

2050 Land Use Map Designation: Office/Commercial

Use of Surrounding Properties: Capitol Dr to the south, Highfield Ct to the north, a daycare to the east and bank to the west.

Project Description/Analysis:

The applicant, Quattro Development LLC, submitted a Conditional Use Application and Site & Building Plans for a proposed childcare facility on a mostly vacant lot located along Highfield Court and Capitol Drive between HWY 164 and Highfield Road. The subject property is zoned B-6 Mixed Use Business District and designated as Office/Commercial on the City's Year 2050 Land Use/Transportation Plan map.

Conditional Use

The proposed use is more specifically a Montessori educational facility. The applicant anticipates 15 full-time employees, with a maximum child occupancy of 152 children. The hours of operation are from 7am to 6pm Monday through Friday.

The B-6 District refers to the B-4 and B-5 districts regarding allowed uses. Educational and childcare facilities is not specifically listed as an allowed use; however, the B-4 and B-5 districts allow uses similar to those that are listed as Permitted Uses within each district. Those uses not listed are required to apply for Conditional Use Permits.

The B-4 District generally allows offices, banks, and studios for fine arts. The B-5 District generally allows auto sales and services, hotels and motels, and restaurants.

Staff finds that the proposed use is most similar to B-4 type uses and would not have any adverse impacts to the surrounding area. The B-4 District is intended to consist of less intensive uses in order to be compatible with neighborhood residential uses, such as the residential subdivision to the north and condominiums to the east. Staff contends that the proposed use meets this intent and fits in with adjacent uses.

Furthermore, the abutting use to the east is also a childcare facility. This property is zoned B-1, which similarly does not specifically allow childcare facilities but allows similar uses as those permitted in

the B-1 District via Conditional Use Permit. The B-1 District generally allows retail and office type uses.

Site Plan

The subject property is about 2-acres and the total site disturbance of the project will be a total of 1.67 acres. The project results in about 50% greenspace, which is in conformance with City standards.

The proposed development consists of a new 11,836 square foot, single-story building. Two large playground areas are proposed at the north and south ends of the childcare facility. A smaller play area is also proposed on the east side of the building.

A dumpster enclosure is located beside the driveway, slightly northwest of the northernmost playground area. A 6-foot wrought iron fence runs from the north side of the building down to the south side of the building and 4-foot white vinyl fencing is used to separate play areas.

Overall, the proposed development complies with B-6 District development standards.

Staff recommends that the playground areas, fencing, and any other accessory structure and use be located behind the building on the north side of the property. The applicant has indicated that due to the building configuration and operation of the Montessori program, the playground locations as proposed are integral to their use.

Access

This site abuts both Capitol Drive and Highfield Court, but is only accessible from Highfield Court.

Additionally, there is an existing and unimproved 45' right-of-way reservation depicted along the south side of the property, adjacent to Capitol Drive, shown on Certified Survey Map No. 10366. The applicant is requesting that this reservation be released by the City.

Staff has reviewed this request and does not have any objections. It is anticipated that a resolution releasing this reservation will be brought forward to the Common Council for their review and approval.

Landscaping

The applicant is proposing to install 19 Deciduous Trees, 5 Evergreen Trees, 31 Deciduous Shrubs, and 29 Evergreen Shrubs. There are at least three different species of Deciduous Trees, Deciduous Shrubs, and Evergreen Shrubs provided and two different species of Evergreen Trees.

The landscape plan focuses many plantings on screening the fencing and playground area along Capitol Drive. Plantings are also provided directly around the dumpster enclosure.

Parking

The site plan includes 25 new parking spaces, of which three are ADA required spaces.

Additionally, there is existing parking located on the northwest side of the site, which is shared with the bank and office building to the west. There is an existing cross parking easement with the property to the west.

Parking spaces are 10' x 18' (180 square feet), which is in compliance with Zoning Code standards.

Architecture

The proposed building exterior consists of Hardie shank siding, thin concrete brick veneer, thin stone veneer, and asphalt shingles. The dumpsters will be enclosed in a decorative masonry enclosure matching the building's exterior materials.

The mechanicals are located in a recessed rooftop penthouse, which screens them from public view.

Signage

A wall sign and monument sign are anticipated and shown for reference only in the plans. All signage must comply with standards set forth in Section 17.0700 of the City's Zoning Code and will require separate review and approval by the City Planner as well as a Sign Permit from the Building Services Department, prior to installation.

Utilities

Public sewer and water are available and will serve the development.

Final grading, erosion control and storm water management plans shall be approved by the Engineering Department, prior to any land disturbing activities.

Lighting

The Lighting Plan consists of three parking lot lights. Light levels are at 0.0 footcandles at the property lines. The peak height of lights is 18-feet, which complies with the 20-foot maximum height requirement of the Zoning Code. The Wattage is under 150 and not visible from adjacent streets or residential properties.

Bell Tower

The subject property was previously part of the property to the west. In 2005, the City approved Conditional Use Permit No. COP-05-10-3, which included this property, and contained the conditions listed below related to the construction of a bell tower. The bell tower was being proposed by the property owner at that time along with the Bell Tower Memorial non-profit organization.

1. The bank would build a bell tower according to the plans that were developed and brought to the Plan Commission at their November 2005 meeting.
2. The bell tower would be constructed prior to occupancy of the second office building proposed for the site.
3. The second office building proposed for the site would be constructed within three (3) years or by October of 2008.
4. If the bell tower is not built by October 2008, the City will build the tower according to the plans submitted on November 17, 2005, and assess the Foundation Bank for the cost of the tower, plus any administrative costs.

The applicant is requesting that these conditions be removed and that there be no requirement to construct a bell tower. It is staff's understanding that the Bell Tower Memorial organization is continuing to fundraise to construct the bell tower within the Pewaukee Kiwanis Village Park, opposed

to this location. The bell that was to be utilized for the tower at this site was also sold or given to another organization.

The Conditional Use Permit has been drafted to include language stating that “*The applicant shall not be responsible for the construction of a bell tower as conditioned within Conditional Use Permit No. COP-05-10-3.*”

Recommendation:

A motion to recommend approval of the Conditional Use Permit for Quattro Development LLC to locate a childcare facility upon property bearing Tax Key No. PWC 0906994.

and

A motion to approve the Site & Building Plans for the construction of a childcare facility upon property bearing Tax Key No. PWC 0906994, subject to the conditions contained within this report.

February 3, 2023

Project Narrative

Project: Higher Ground Education
East of N35W23877 Highfield Ct
Pewaukee, WI 53072
Excel Project No: 2245520

Quattro Development, LLC (partnered with Higher Ground Education) is requesting conditional use permit review and approval for a new childcare facility development located on parcel PWC 0906994, just east of N35W23877 Highfield Ct in the City of Pewaukee. The property is zoned B-6 Mixed Use Business and the proposed use requires a conditional use in this district. The existing site is vacant and undeveloped. Higher Ground Education provides Montessori-powered educational offerings.

The proposed project consists of a new 11,705 SF single story childcare facility. The existing site is 2 acres and the total site disturbance for the project will total 1.67 acres. The site can be accessed via the existing shared drive from Highfield Ct. An existing access easement is in place along with a cross parking easement. The proposed new parking will consist of 38 new stalls. Traffic access will be consistent with the existing facility to the west of the proposed development as the existing shared access drive will be utilized. Some new parking stalls will access directly off the existing driveway with the remaining being placed in a parking lot extension to the south. Truck unloading and deliveries will be at a minimum and when needed, the site drive west of the building will be utilized. The playground areas are strategically located in conjunction with the floor plan and provide ample dedicated area for outdoor play/activities.

Stormwater management for this property was accounted for by the adjacent/neighboring parent development to the west of the subject property. A stormwater wet pond is located west of the existing bank/office complex. Proposed stormwater from the development will surface drain consistent with the original stormwater plan to the neighboring stormwater facility. Final engineering documents will be provided to as-built and model the existing stormwater facility and show conformance with current stormwater management ordinances. Sanitary and water utilities will connect to existing public infrastructure as shown on the proposed Utility Plan.

Exterior materials as represented in the attached colored elevations and rendering will consist of the following: Hardie board lap/vertical siding, Hardie shake siding, thin stone veneer, and asphalt shingles. Refuse and recycling dumpsters will be enclosed in a decorative masonry enclosure to match the building's exterior materials. The enclosure will be located in the north parking field, aligning with perpendicular drive isle for access.

Landscaping will be provided in accordance with the City ordinance, in a fashion which ensures species resiliency and complimentary aesthetics. Site lighting will meet the City ordinance in a fashion that provides appropriate foot candles for safety, cut-off fixtures for zero up-lighting, and a decorative style that compliments the development and building architecture.

The proposed daycare/childcare center will have 15 full-time employees, and 0 part-time employees. The largest shift will be all 15 full-time employees. Maximum child occupancy will be 152. The daycare will be in operation from 7:00 a.m. to 6:00 p.m. during weekdays. No hazardous products or chemicals are located on the property nor is there outside storage. The estimated project value is \$3,000,000 and an approximate start date is Spring of 2023.

In conjunction with the proposed development project, it is requested to remove the bell tower requirement that is tied to the title of the subject property. The bell tower is not proposed for this project and will not be provided.

February 3, 2023

City of Pewaukee
Attn: Nick Fuchs
W240N3065 Pewaukee Road
Pewaukee, WI 53072

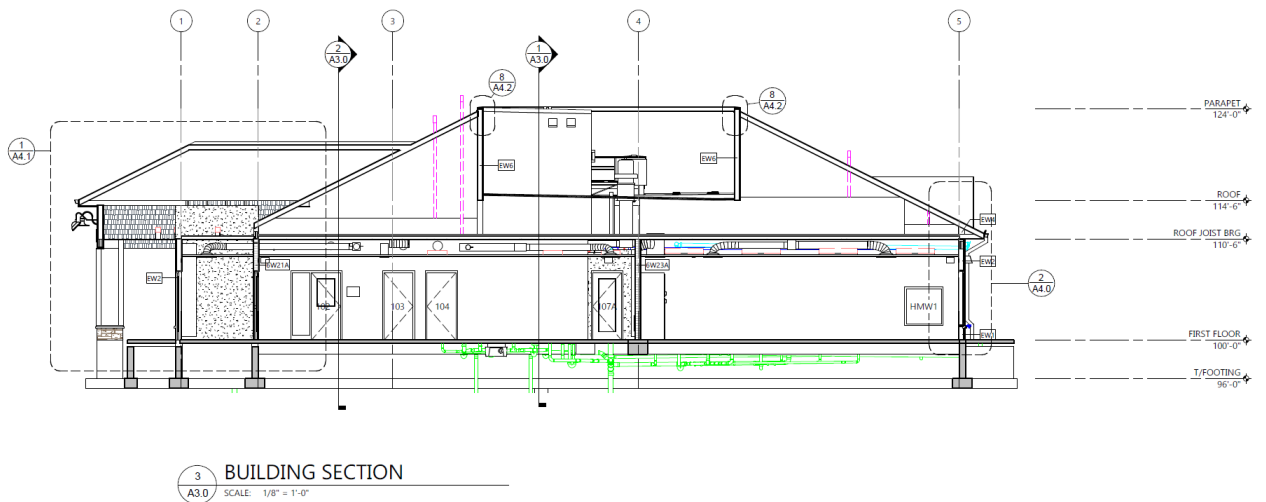
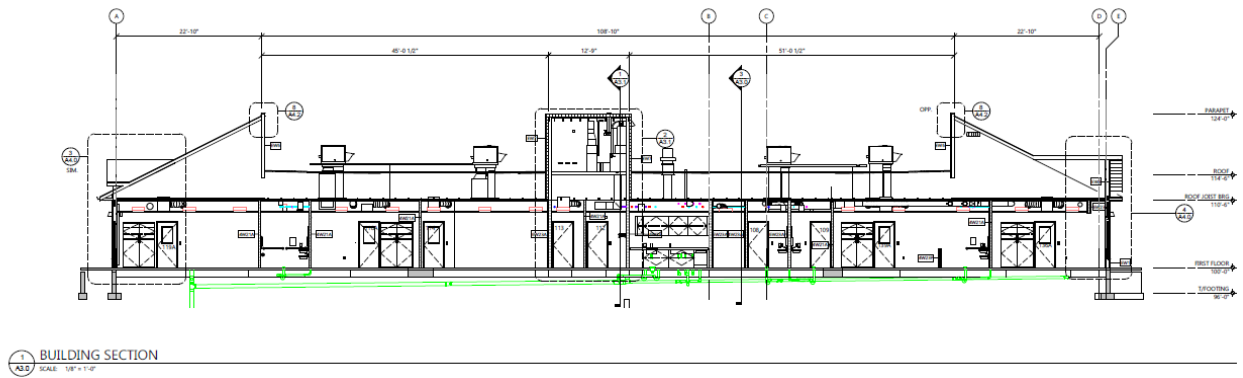
Re: Quattro Development - Guidepost Montessori Conditional Use and Site & Building Plan Review

Dear Mr. Fuchs,

This letter is in response to the staff comments dated January 20, 2023.

General Comments

1. There appears to be many inconsistencies on page C1.1 between the labels and arrows on the site plan and the Site Plan Keynotes. Below are several examples. Please double check these items and revise accordingly.
 - a. 25 is listed as a flagpole yet no flagpole label on the plan.
Excel Response: Number 25 has been removed from the Site Plan Keynotes as there is no proposed flagpole.
 - b. 7 is listed as dumpster pad/apron concrete yet no dumpster pan/apron concrete label is on the plan.
Excel Response: The mentioned label has been adjusted on the site plan.
 - c. 29, 30, & 31 are included within the middle of the building with their arrows not directed at any element on the plan.
Excel Response: The mentioned labels have been adjusted on the site plan.
 - d. 28 is listed as traffic arrows yet they are labeled around the playgrounds. Why are there traffic arrows around the playgrounds?
Excel Response: The traffic arrows designate the direction of travel around the playgrounds for a tricycle loop.
2. What is directly abutting the north playground to the east?
Excel Response: This area is designated as an outdoor seating area.
3. Was the poured rubber playground surface included in the impervious surface calculations?
Excel Response: The poured rubber playground surface was included in the impervious surface calculations.
4. Where are mechanicals located? How are these screened?
Excel Response: The mechanicals are located in a rooftop penthouse recessed out of view.



Site Plan Comments

1. Please illustrate the 30-foot parking and loading setback along the south side of the property adjacent to Capitol Drive and remove any portion of the parking lot encroaching into that setback.

Excel Response: The appropriate adjustments have been made on the site plan.

2. Staff recommends exploring ways to reconfigure the building and site layout to address the comments and recommendations below.
 - a. It is recommended that the playground areas, fencing, and majority of parking be located behind the building.

Excel Response: The site and building have been situated to maintain the intent of stormwater management that was set up at the time of the bank development. Modifications after discussions with staff are implemented in the revised site plans. The building layout cannot change and is specific to the Montessori learning with associated break-out playground areas around the building perimeter.

- b. It is recommended to revise the parking layout to avoid cars having to back out into the main drive aisle. Parking could potentially be configured to follow the layout of the adjacent parking to the west, which extends onto this property.

Excel Response: Several parking stalls on the north side of the proposed parking lot have been removed to accommodate this. The site plan modifications were discussed with staff, the shared parking will be used for employee parking.

- c. Relocate the dumpster enclosure where it can be better screened by landscaping.
Excel Response: The dumpster enclosure has been moved further to the east of its previous position to include landscaping around it.
- d. It is recommended to not have the metal doors and service equipment facing Capitol Drive.
Excel Response: Doors have been removed from the south side of the building facing Capitol Drive.
- e. Will there be a lot of drop off and pick up occurring onsite? If so, the site plan should be revised to accommodate that better.
Excel Response: Drop off and pick will be in the stalls immediately west of the building. Give the age group of the facility, parents will park and escort children into the building. A “drop off” scenario typical to schools is not applicable for this facility.

Architecture Comments

- 1. Consider incorporating additional masonry on the elevation facing Capitol Drive as well as additional elements to provide more variation in the footprint and roofline of the building. Materials and quality should match that of the adjacent buildings.
Excel Response: The Capitol Drive elevations have been updated to address this comment.

Parking Comments

- 1. On page C1.1 it states that three ADA spaces are required yet two ADA spaces are provided. Please revise and provide the appropriate number of ADA accessible parking spaces.
Excel Response: Three ADA spaces have been provided on the site plan.

Landscaping Comments

- 1. Staff suggests adding additional plantings adjacent to the playground areas. These may be more sporadic as the intent is not to necessarily require these areas to be fully screened.
Excel Response: Additional plantings have been included on the south and north side of the site plan.
- 2. As previously discussed, there is a requirement that a bell tower be constructed on this property. As part of the Conditional Use, please revise the project narrative to include a specific request to remove this requirement, assuming the bell tower is not being proposed as part of this development.
Excel Response: The CUP project narrative has been updated to remove the bell tower requirement.

Signage Comments

- 1. Please be aware that signage will require separate review and approval by the City Planner as well as a Sign Permit from the Building Services Department prior to installation.
Excel Response: The appropriate accommodations will be made.
- 2. Also note that per section 17.0706(c) a ground sign located within 660 feet of a residential zoning district boundary shall not be illuminated during the seven-hour period beginning at

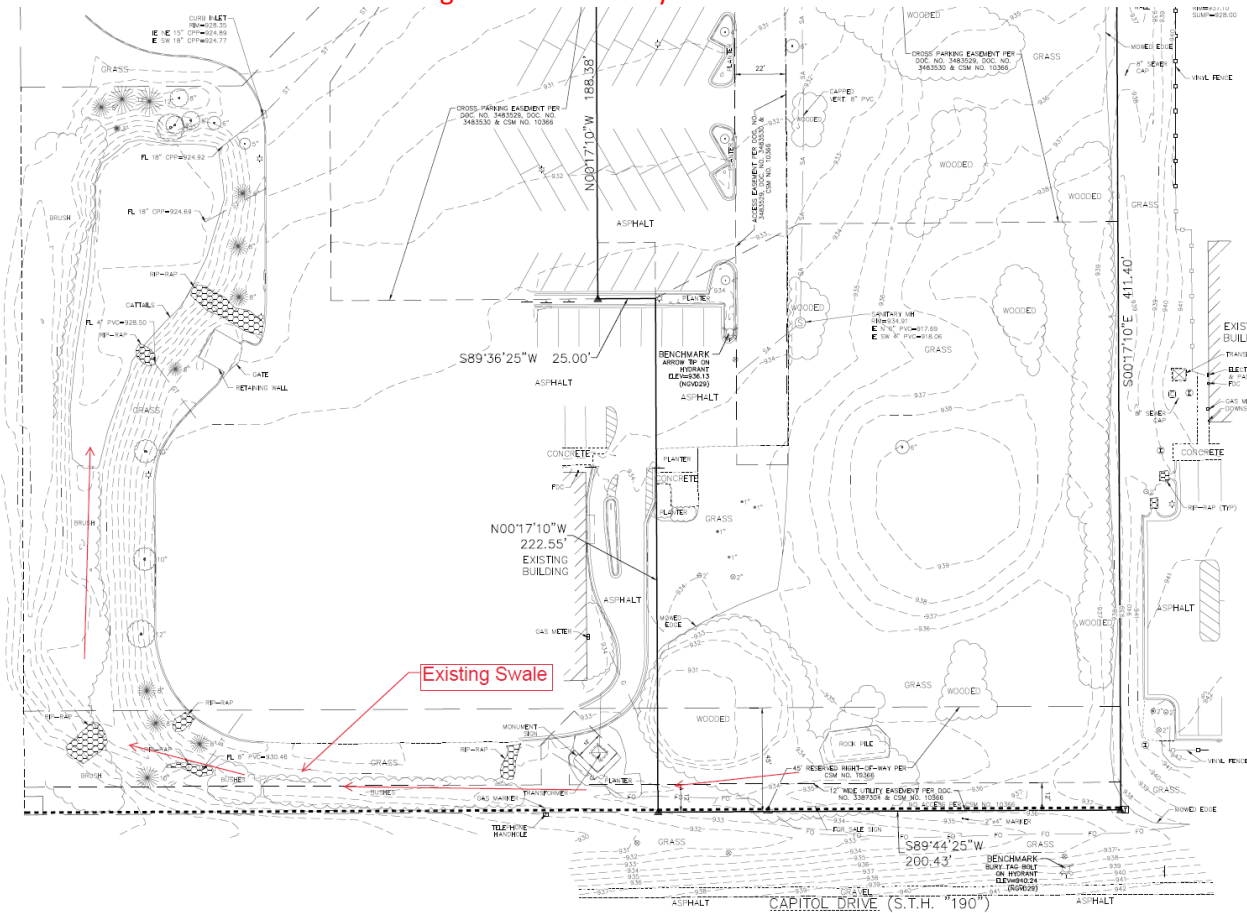
eleven (11) PM and ending at six (6) AM.

Excel Response: The appropriate accommodations will be made.

Engineering Department Comments

1. The project narrative outlines that the existing basin on the adjacent property will be used to address stormwater requirements. Below are comments relating to this strategy.
 - a. A large portion of the proposed site appears to drain to the southwest corner of the site into an existing drainage swale. This drainage swale does not lead to the existing stormwater pond based on existing contours.

Excel Response: There is an on-site drainage swale north of the R/W line that does direct runoff to the west into the existing stormwater facility.



- b. This stormwater facility is off-site. Documentation of agreements with adjacent landowner stating that this development can utilize the existing stormwater facility must be provided to the City. Note that it must also be shown that the existing facility can handle the additional flow.

Excel Response: Understood.

- c. The north portion of the site is planned to sheet flow towards the neighbor's parking lot. Agreements must be provided stating that the neighbor is aware of this design, approves of it, and won't change their site in a way that would restrict the sheet flow. Calculations

shall be provided that show the existing conveyance systems (mostly storm sewer) are adequate for the additional flow.

Excel Response: Understood.

2. There is currently no stormwater maintenance agreement for the existing stormwater facilities. A stormwater maintenance agreement must be provided and signed by both the developer and the owner of the existing stormwater facilities.

Excel Response: Understood.

3. The proposed plan shows the development connecting to the existing sanitary lateral for the adjacent property which connects to a holding tank. Please note the requirements below:
 - a. An easement will need to be created to accommodate the existing sanitary lateral.

Excel Response: An easement will be provided.

- b. This service is currently connected to a holding bank. It will need to be connected to the sanitary sewer system during construction.

Excel Response: Understood, a connection to the public sanitary system will be provided.

- c. Each lot will need to have a separate sampling manhole.

Excel Response: Understood, sampling manholes will be provided.

The submittal documents have been revised per the comments above. Please accept for review and approval. Please let me know if you have any comments, questions, or need additional information.

Sincerely,

Excel Engineering, Inc.



Grant Duchac, P.E.
Project Manager



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Fond du Lac, WI 54935
920-926-9800
excelengineer.com

COLLABORATION



PROJECT INFORMATION

PROPOSED EARLY CHILDHOOD SCHOOL FOR:
QUATTRO DEVELOPMENT
23877 HIGHFIELD COURT • PEWAUKEE, WI 53072

PROFESSIONAL SEAL

PRELIMINARY DATES

DEC. 12, 2022
JAN. 4, 2023
FEB. 3, 2023

JOB NUMBER

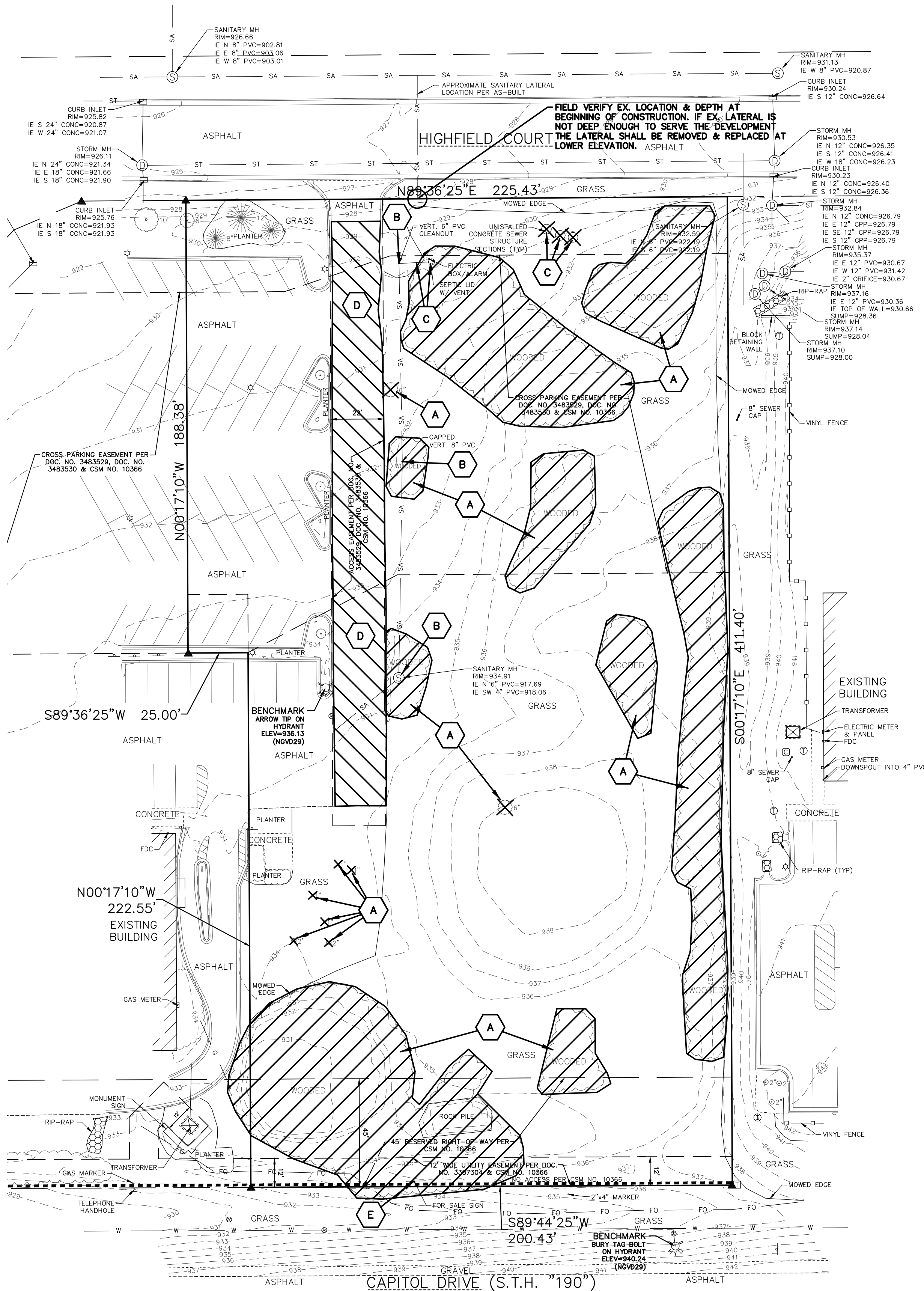
2245520

SHEET NUMBER

C1.0

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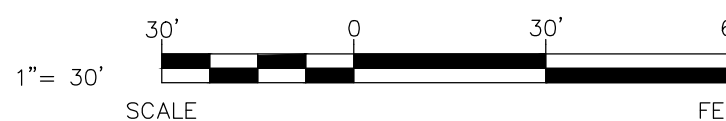
SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN
SPECIFICATIONS AND REQUIREMENTS



DEMOLITION PLAN KEYNOTES

- | | |
|---|--|
| A | CLEAR & GRUB TREES/BRUSH |
| B | PROTECT SANITARY ITEMS |
| C | REMOVE SANITARY ITEMS. VERIFY INACTIVE PRIOR TO REMOVAL. |
| D | REMOVE ASPHALT |
| E | REMOVE SIGN |

(X(X)) IDENTIFICATION: KEYNOTE ITEM(QUANTITY) - IF NO () = QUANTITY IS 1



CIVIL EXISTING SITE AND DEMOLITION PLAN

SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN
SPECIFICATIONS AND REQUIREMENTS

EXISTING SITE DATA

	AREA (AC)	AREA (SF)	RATIO
PROJECT SITE	2.00	87,120	
BUILDING FLOOR AREA	0.00	0	0.0%
PAVEMENT (ASP. & CONC.)	0.00	0	0.0%
TOTAL IMPERVIOUS	0.00	0	0.0%
LANDSCAPE/ OPEN SPACE	2.00	87,120	100.0%

PROPOSED SITE DATA

	AREA (AC)	AREA (SF)	RATIO
PROJECT SITE	2.00	87,120	
BUILDING FLOOR AREA	0.27	11,836	13.6%
PAVEMENT (ASP. & CONC.)	0.73	31,783	36.5%
TOTAL IMPERVIOUS	1.00	43,619	50.1%
LANDSCAPE/ OPEN SPACE	1.00	43,501	49.9%

SITE INFORMATION:

LEGAL DESCRIPTION: Lot 2 of Certified Survey Map Number 10366 filed in Volume 98 of Certified Survey Maps on Page 203 as Document Number 3472291;

PROPERTY AREA: AREA = 87,120 S.F. (2.00 ACRES).

EXISTING ZONING: B-6 MIXED USE BUSINESS

PROPOSED ZONING: B-6 MIXED USE BUSINESS

PROPOSED USE: DAYCARE/CHILDCARE FACILITY

AREA OF SITE DISTURBANCE: 72,650 S.F. (1.67 ACRES)

SETBACKS: BUILDING: FRONT = 55'
SIDE = 30'
REAR = 55'
PAVEMENT: FRONT = 30'
SIDE = 10'
REAR = 10'

PROPOSED BUILDING HEIGHT: 25' (MAX. HEIGHT ALLOWED: 45')

PARKING REQUIRED: 1 SPACE PER 2 EMPLOYEES (8 SPACES REQ.)

PARKING PROVIDED: 25 SPACES (3 H.C. ACCESSIBLE) & 33 SHARED STALLS

HANDICAP STALLS REQUIRED: 3, HANDICAP STALLS PROVIDED: 3

HOURS OF OPERATION: 7:00 A.M. - 6:00 P.M.

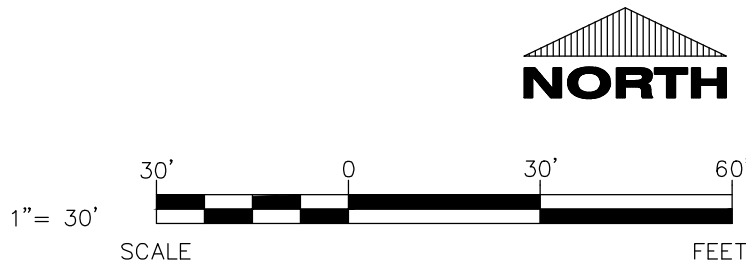
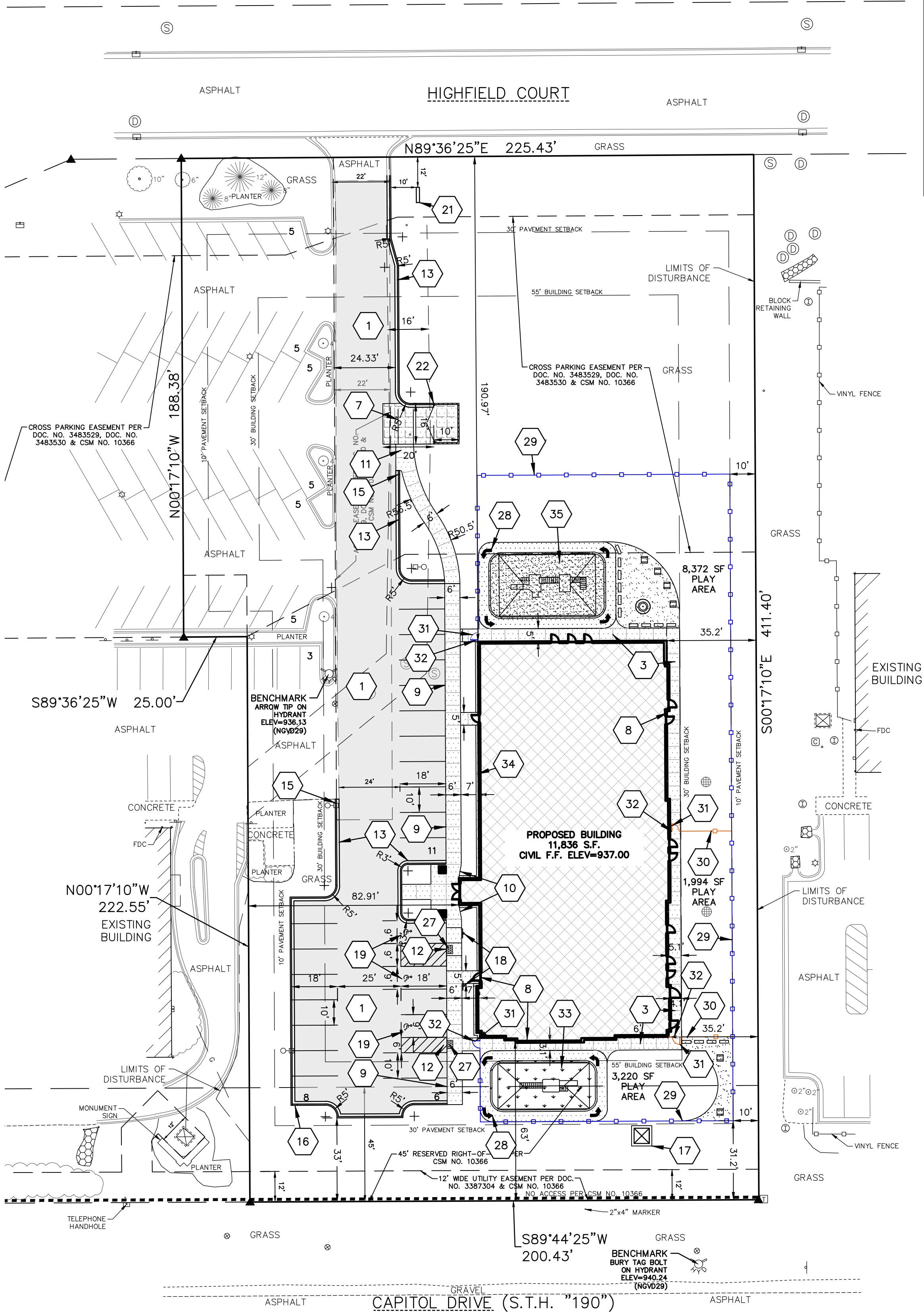
BUILDING OCCUPANCY CLASSIFICATION = E

CLASS OF BUILDING CONSTRUCTION = 5B

LANDSCAPE REQUIREMENTS: MIN. LANDSCAPE SURFACE RATIO: 40%
MAXIMUM IMPERVIOUS SURFACE: 60%
MAXIMUM LOT COVERAGE - BUILDING ONLY: 35%

SITE PLAN KEYNOTES

- STANDARD ASPHALT SECTION (TYP.)
- CONCRETE SIDEWALK (TYP.)
- DUMPSTER PAD/APRON CONCRETE (TYP.)
- CONCRETE STOOP (TYP.) SEE ARCH. PLANS FOR DETAILS.
- RAISED WALK (TYP.)
- TRANSITION WALK FROM 5' TO 6" WIDE
- WALK RAMP
- ADA RAMP
- 18" CURB & GUTTER (TYP.)
- CURB TAPER (TYP.)
- CURB CUT (TYP.)
- CONCRETE TRANSFORMER PAD BY UTILITY SUPPLIER (CONTRACTOR TO VERIFY FINAL LOCATION & DESIGN PRIOR TO CONSTRUCTION)
- HANDICAP SIGN (TYP.)
- HANDICAP STALL & STRIPING PER STATE CODES.
- MONUMENT SIGN (DETAILS, FINAL LOCATION, & APPROVAL BY SIGN VENDOR)
- DUMPSTER ENCLOSURE (SEE ARCH PLANS FOR DETAILS)
- STOP SIGN (TYP.)
- DETECTABLE WARNING PLATE
- TRAFFIC ARROWS (TYP.)
- 6' TALL WROUGHT IRON FENCE
- 4' TALL WHITE VINYL FENCE
- FENCE GATE
- PANIC HARDWARE
- POURED RUBBER PLAYGROUND SURFACE OVER 4-6" CLEAR STONE AGGREGATE BASE (FOLLOW DESIGN SPECS. BY SUPPLIER)
- 12" WIDE CONCRETE STRIP ALONG WEST FOUNDATION
- WOOD FIBER SURFACE BY PLAYGROUND VENDOR



CIVIL SITE PLAN



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PROJECT INFORMATION

PROPOSED EARLY CHILDHOOD SCHOOL FOR:
QUATTRO DEVELOPMENT
23877 HIGHFIELD COURT • PEWAUKEE, WI 53072

PROFESSIONAL SEAL

PRELIMINARY DATES

NOV. 29, 2022
DEC. 12, 2022
JAN. 4, 2023
FEB. 3, 2023

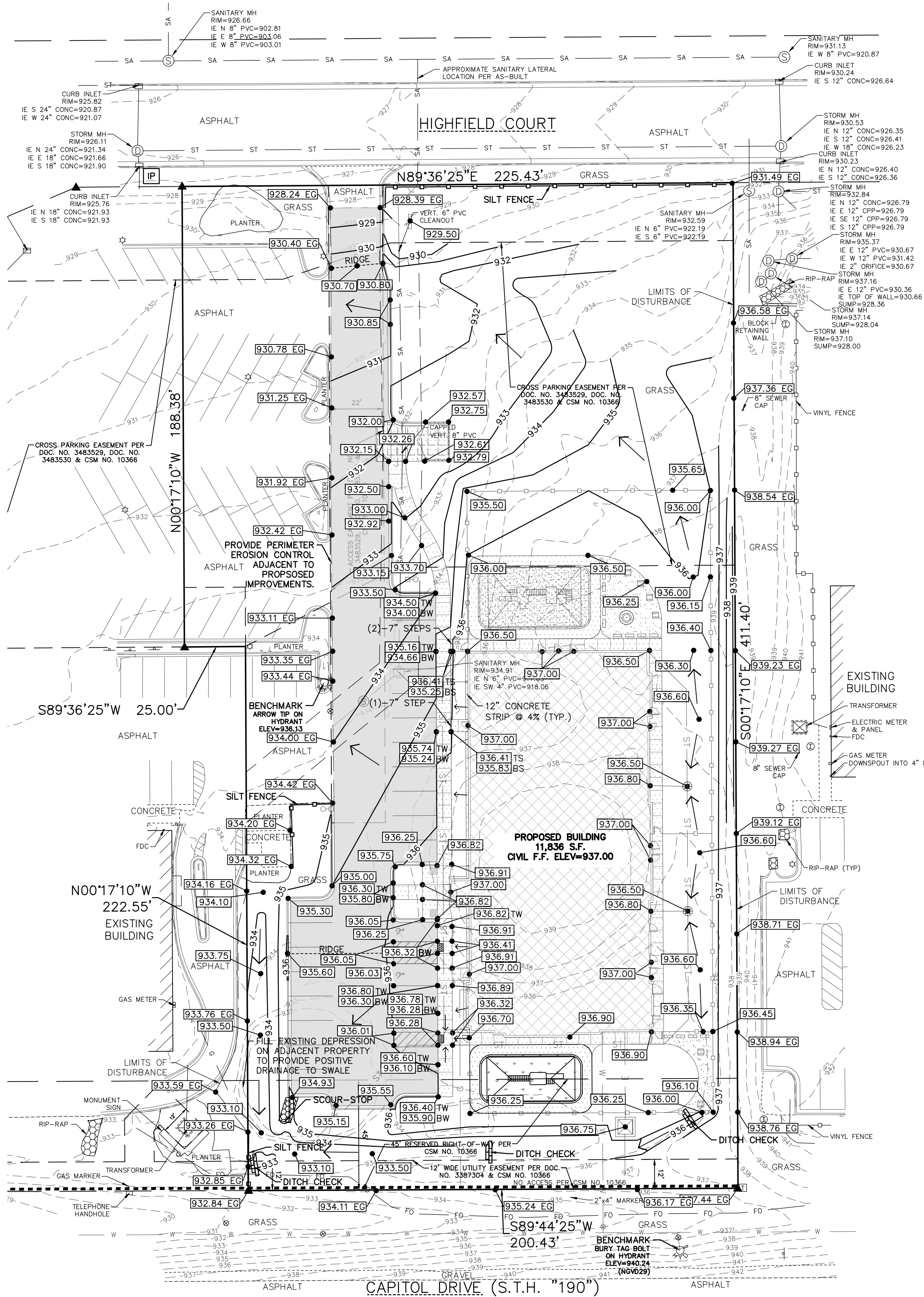
JOB NUMBER

2245520

SHEET NUMBER

C1.1

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SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN
SPECIFICATIONS AND REQUIREMENTS

- NOTES:
- HANDICAP STALL AND ACCESS AISLES SHALL NOT EXCEED A SLOPE OF 1.50% IN ANY DIRECTION. HANDICAP STALL & ACCESS AISLES SHALL CONFORM TO ADA REQUIREMENTS (CURRENT EDITION)
 - ALL SIDEWALKS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1.50% AND RUNNING SLOPE OF 4.50% UNLESS OTHERWISE SPECIFIED.

INLET PROTECTION NOTE:
CONTRACTOR SHALL PROVIDE TEMPORARY INLET PROTECTION FOR ALL CURB INLETS & CATCH BASINS ONSITE & OFFSITE IMMEDIATELY DOWNSTREAM OF THE PROJECT SITE PER LOCAL CODE.

STABILIZED CONSTRUCTION ENTRANCE NOTE:
CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE FOR PROPOSED IMPROVEMENTS AS REQUIRED PER CODE.

CONCRETE WASHOUT NOTE:
CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER CODE. FINAL LOCATION TBD BY CONTRACTOR.

STORMWATER NOTE:
SITE STORMWATER DRAINS TO EXISTING STORMWATER FACILITY ON NEIGHBORING PROPERTY.



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COLLABORATION



PROJECT INFORMATION

PROPOSED EARLY CHILDHOOD SCHOOL FOR:
QUATTRO DEVELOPMENT
23877 HIGHFIELD COURT • PEWAUKEE, WI 53072

PROFESSIONAL SEAL

PRELIMINARY DATES

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FEB. 3, 2023

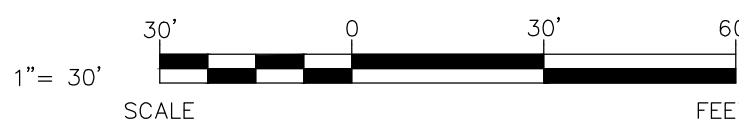
NOT FOR CONSTRUCTION

JOB NUMBER

2245520

SHEET NUMBER

C1.2



CIVIL GRADING AND EROSION CONTROL PLAN



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PROJECT INFORMATION

PROPOSED EARLY CHILDHOOD SCHOOL FOR:
QUATTRO DEVELOPMENT
23877 HIGHFIELD COURT • PEWAUKEE, WI 53072

PROFESSIONAL SEAL

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FEB. 3, 2023

JOB NUMBER

2245520

SHEET NUMBER

C1.3

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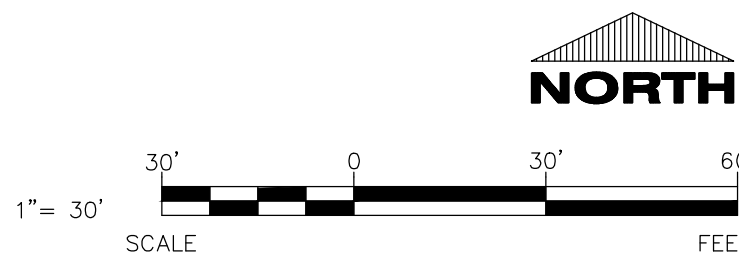
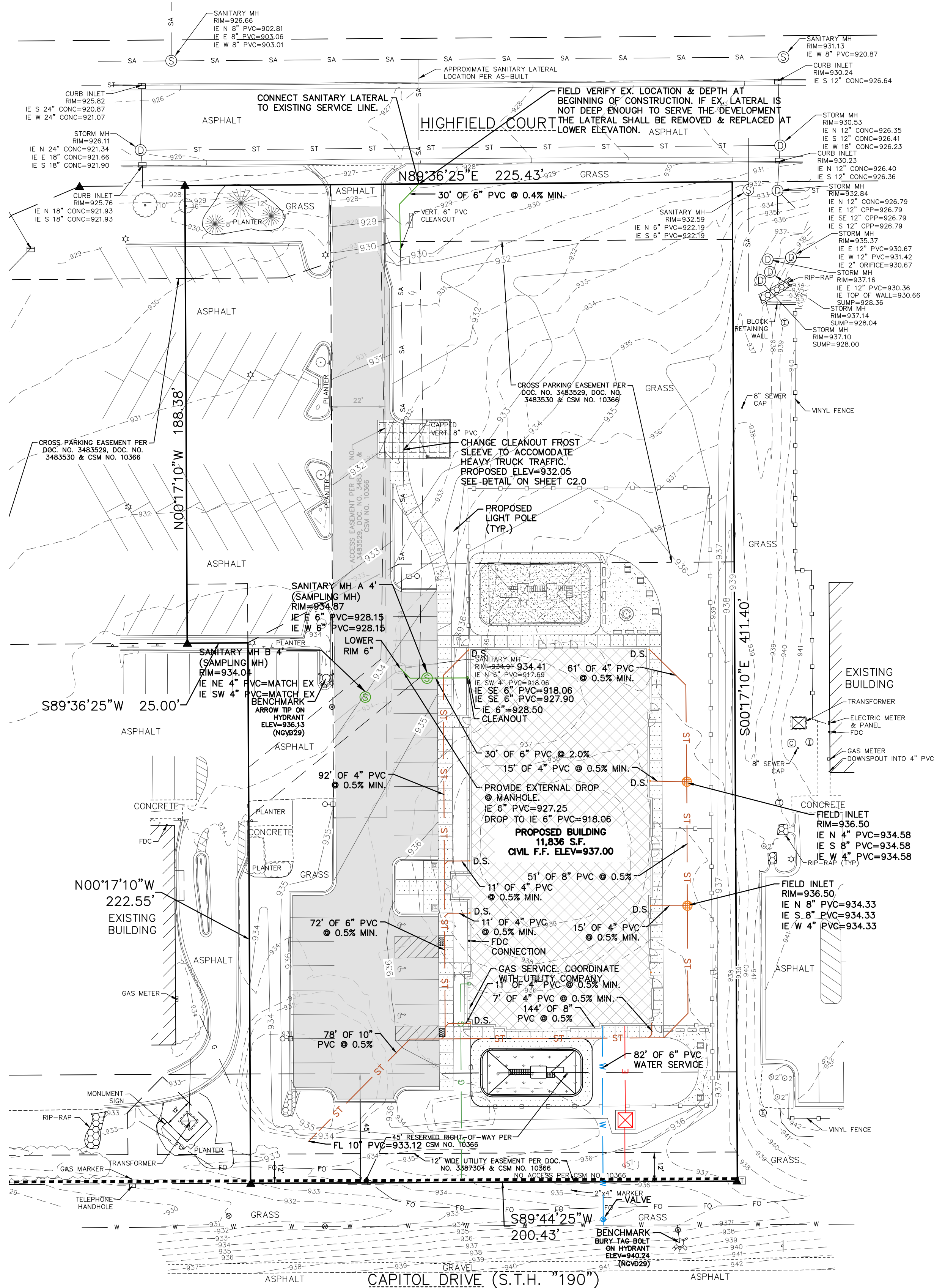
SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN
SPECIFICATIONS AND REQUIREMENTS

DOWNSPOUT NOTE:

DS = DENOTES DOWNSPOUT TO
GRADE LOCATIONS. PROVIDE SPLASH BLOCKS AT
ALL DS TO GRADE LOCATIONS. SEE ARCH PLANS
FOR FINAL LOCATIONS.

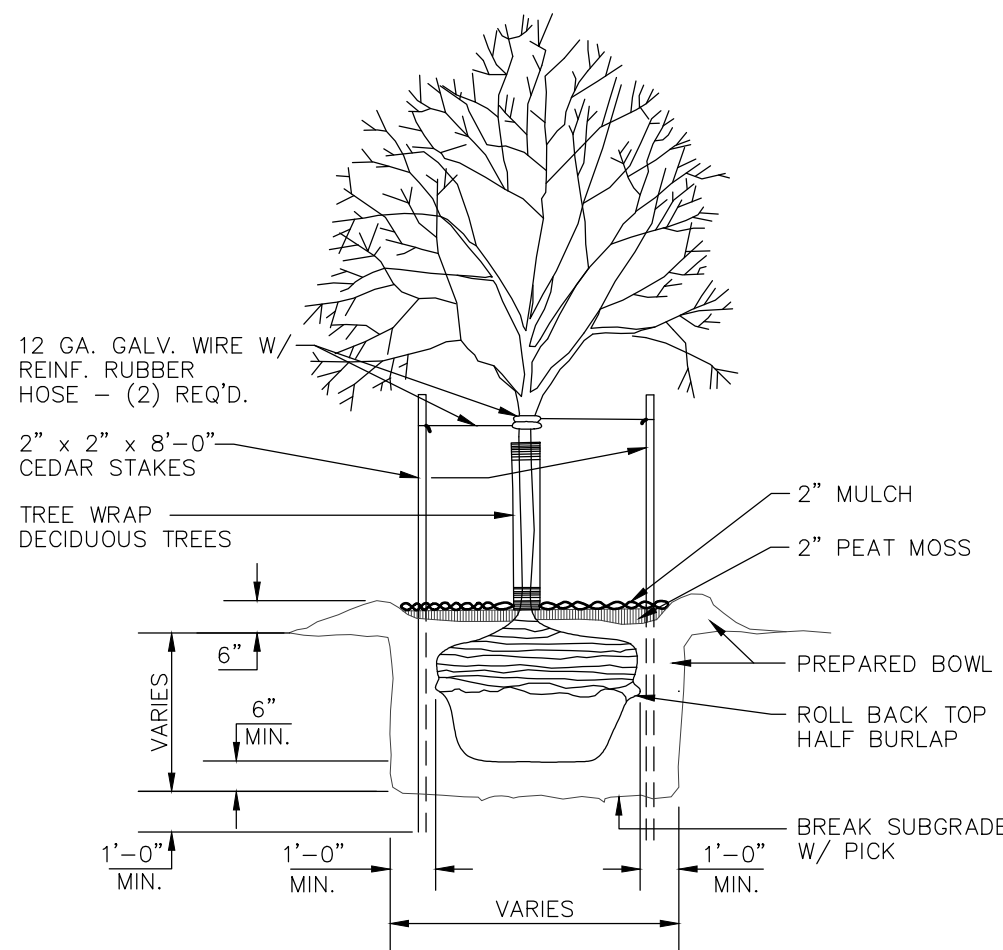
CLEANOUT NOTE:

CO = DENOTES LOCATIONS WHERE
CONTRACTOR SHALL INSTALL CLEANOUTS, SEE
C0.1 FOR SPECIFICATION.



CIVIL UTILITY PLAN

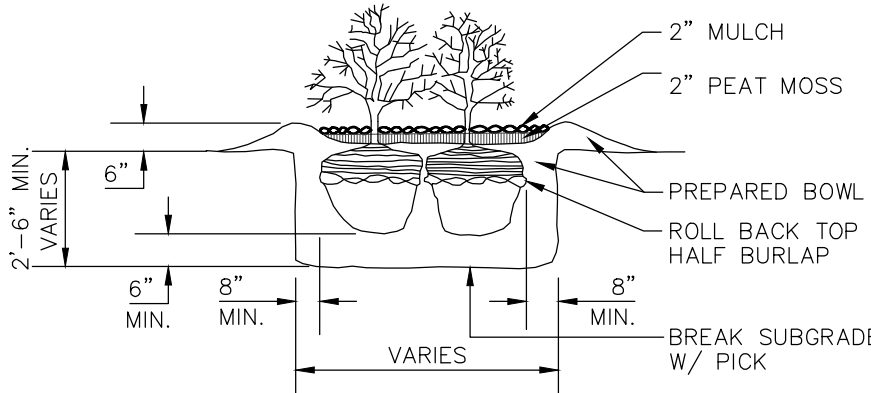
SPECIFICATION NOTE:
SEE SHEET C0.1 FOR PLAN
SPECIFICATIONS AND REQUIREMENTS



TREE PLANTING DETAIL

NO SCALE

NOTE:
FOR MASS PLANTINGS
EXCAVATE ENTIRE
BED & BACKFILL
W/ PREPARED SOIL.

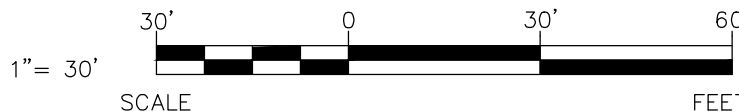
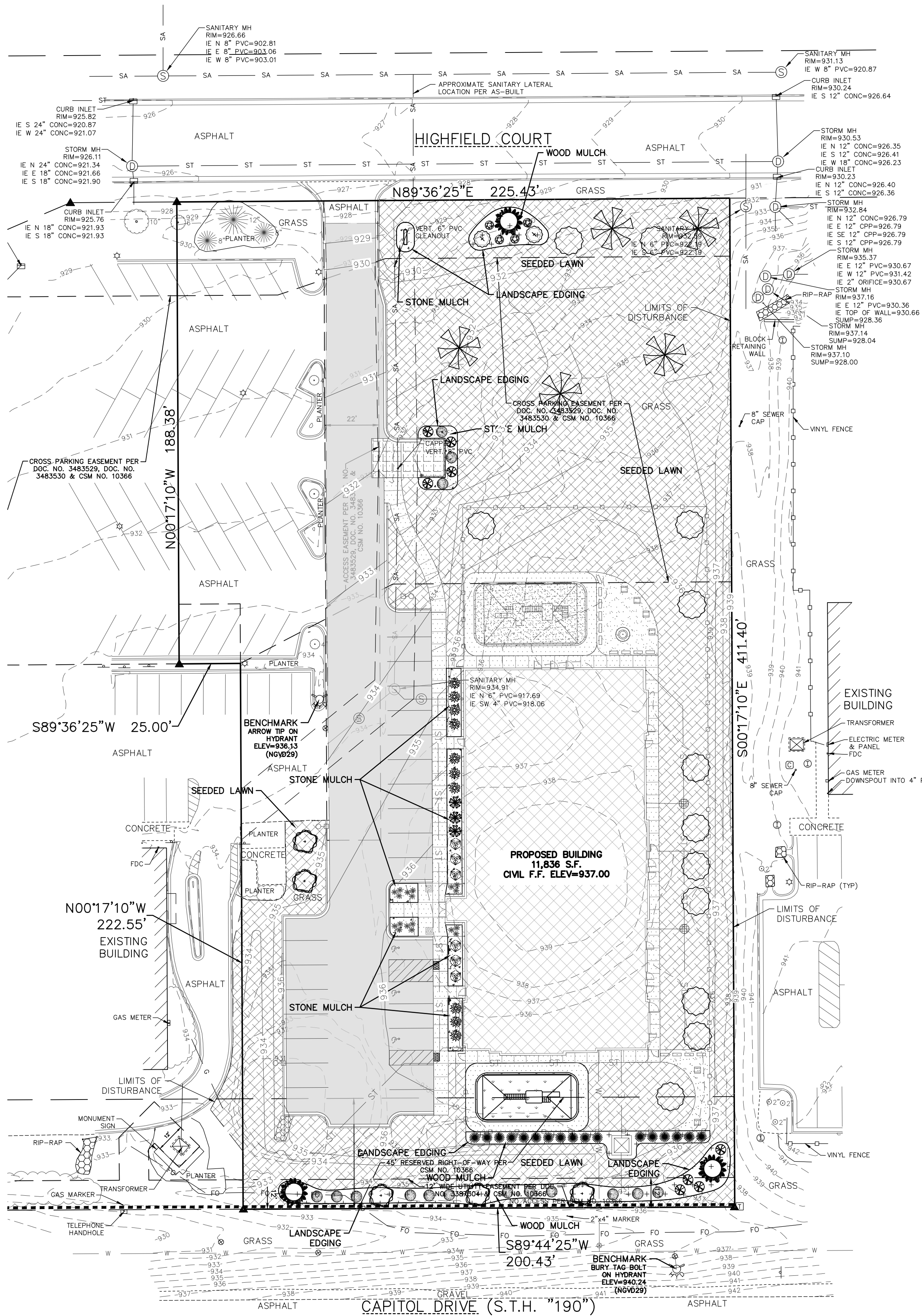


SHRUB PLANTING DETAIL

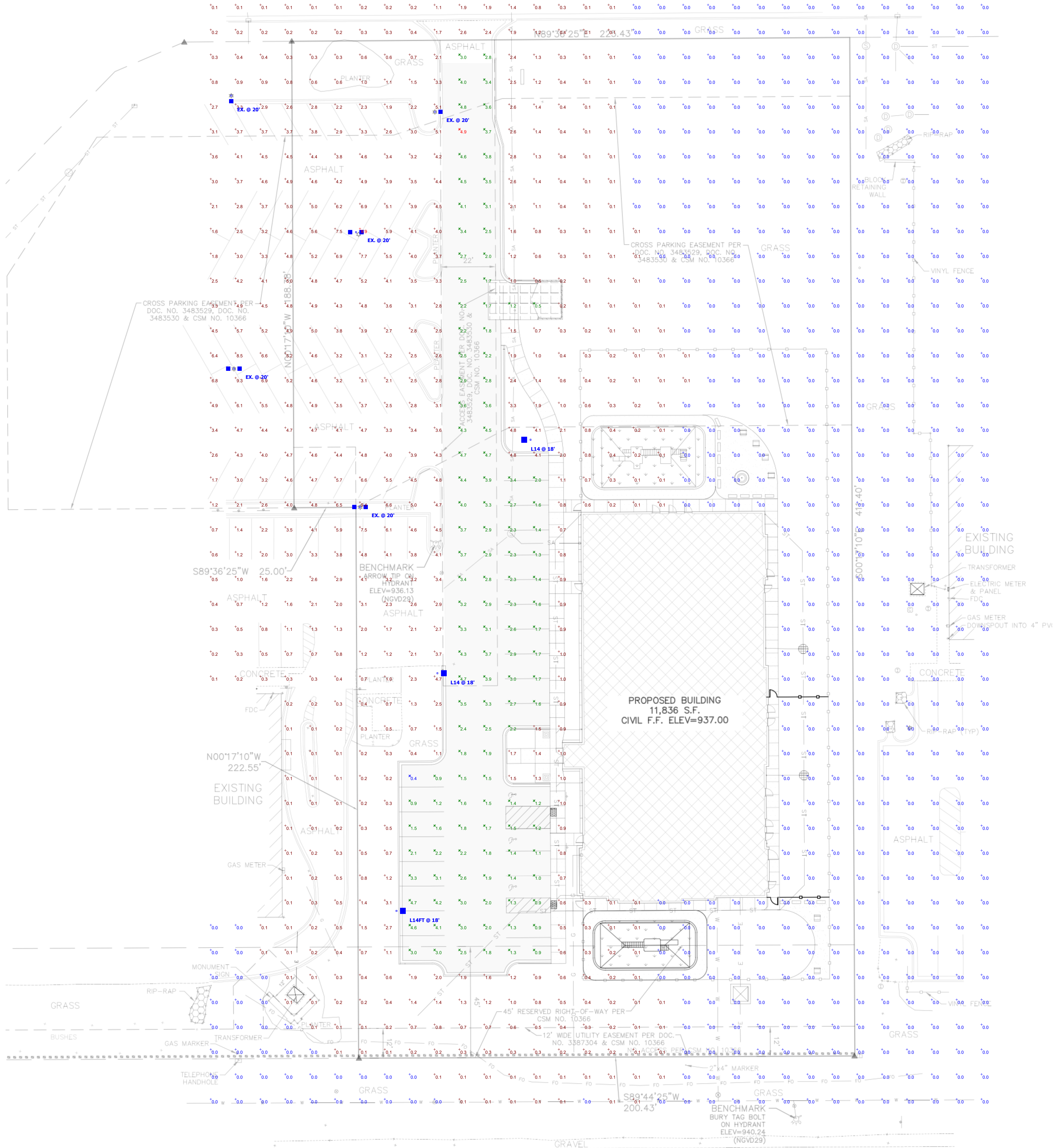
NO SCALE

LANDSCAPING PLANTING SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	PLANTED SIZE	QUANTITY	MATURE SIZE
DECIDUOUS TREES					
	Jack Flowering Pear	Pyrus calleryana 'Jazzam'	2"	5	15'-20'
	Redmond Linden	Tilia americana	2"	9	25'-30'
	Sugar Maple	Acer saccharum	3"	5	30'-45'
EVERGREEN TREES					
	Arborvitae - Nigra	Thuja occidentalis 'Nigra'	2"	2	4'-10'
	Colorado Blue Spruce	Picea pungens	4"	3	25'
DECIDUOUS SHRUBS					
	Emerald Mound Honeysuckle	Lonicera x xylosteum 'Emerald Mound'	15"-18"	10	4'-6'
	Sunrise Forsythia	Forsythia 'Sunrise'	18"-24"	6	5'
	Arrowwood Viburnum	Viburnum dentatum	30"-36"	15	6'-8'
EVERGREEN SHRUBS					
	Taunton Yew	Tauntonii	24"	4	5'-6'
	Techny Arborvitae	Thuja occidentalis	42"-48"	8	4'-6'
	Dwarf Alberta Spruce	Picea glauca 'Conica'	2"	17	6'
PERENNIALS					
	Purple Dome Aster	Aster novae-angliae 'Purple Dome'	1 gal pot	6	12"-24"
	Daylilies 'Stella de Oro'	Hemerocallis 'Stella de Oro'	1 gal pot	3	



CIVIL LANDSCAPE AND RESTORATION PLAN



D-Series Size 1 LED Area Luminaire

Specifications

EPA: 12,99 ft² (1,000 sq ft)
Length: 32.71" (831 mm)
Width: 14.26" (362 mm)
Height H1: 7.88" (200 mm)
Height H2: 2.73" (69 mm)
Weight: 3.8 lbs (1.7 kg)

Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

EXAMPLE: DSX1 LED P7 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBX8									
Ordering Information									
DSX1 LED	Series	LEDs	Color temperature	Color Rendering Index	Description	Voltage	Shipped included		
Forward optics	P1	P6	40K 3000K	70CRI	T3M Type I (short)	120V	SPD8W	SP8	Square pole mounting (all drilling)
	P2	P7	40K 4000K	70CRI	T3M Type II (medium)	120V	SPD8W	SP8	Square pole mounting (all drilling)
	P3	P8	40K 5000K	70CRI	T3M Type III (medium)	120V	SPD8W	SP8	Square pole mounting (all drilling)
	P4	P9	40K 6000K	70CRI	T3M Type IV (medium)	120V	SPD8W	SP8	Square pole mounting (all drilling)
	P5	P10	40K 7000K	70CRI	T3M Type V (medium)	120V	SPD8W	SP8	Square pole mounting (all drilling)
Retarded optics	P11	P11	40K 3000K	80CRI	T3M Type I (short)	120V	SPD8W	SP8	Square pole mounting (all drilling)
	P12	P12	40K 4000K	80CRI	T3M Type II (medium)	120V	SPD8W	SP8	Square pole mounting (all drilling)
	P13	P13	40K 5000K	80CRI	T3M Type III (medium)	120V	SPD8W	SP8	Square pole mounting (all drilling)
	P14	P14	40K 6000K	80CRI	T3M Type IV (medium)	120V	SPD8W	SP8	Square pole mounting (all drilling)
	P15	P15	40K 7000K	80CRI	T3M Type V (medium)	120V	SPD8W	SP8	Square pole mounting (all drilling)

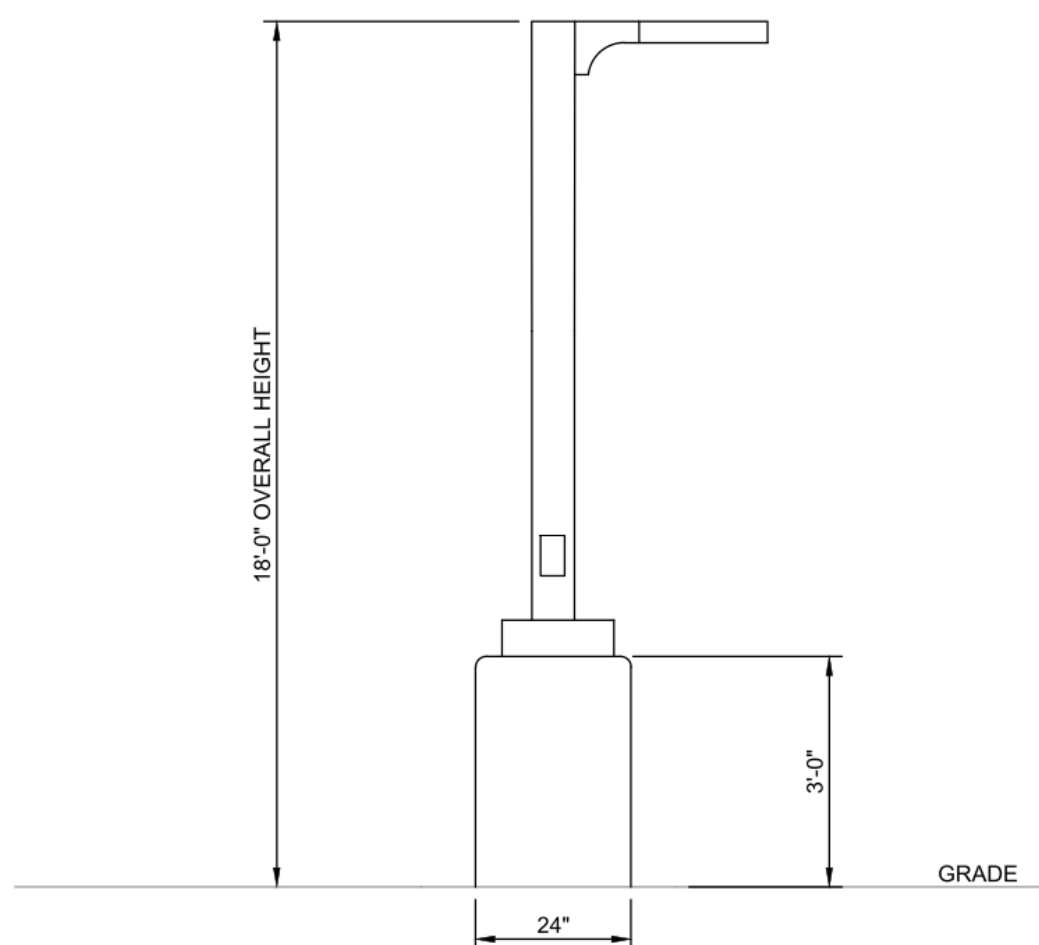
Control options	Shipped installed	Shipped separately	Health request
NLTAIR2 PIRHN	SPD8W 20W large protection	SPD8W 20W large protection	Dark Bronze
PIR	PIR sensor (field install required)	PIR sensor (field install required)	Black
PER	PER sensor (field install required)	PER sensor (field install required)	Natural Aluminum
PER	PER sensor (field install required)	PER sensor (field install required)	White
PER	PER sensor (field install required)	PER sensor (field install required)	Island dark bronze
PER	PER sensor (field install required)	PER sensor (field install required)	Island black
PER	PER sensor (field install required)	PER sensor (field install required)	Island natural aluminum
PER	PER sensor (field install required)	PER sensor (field install required)	Island white

LITHONIA LIGHTING COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30622 • Phone: 1-800-705-SERV (7378) • www.lithonia.com

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DSX1 LED Rev. 11/2022 Page 1 of 10



LIGHT POLE DETAIL
NO SCALE

Schedule									
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage
	L14	2	Lithonia Lighting	DSX1 LED P5 40K 80CRI T4M	D-Series Size 1 Area Luminaire P5 Performance Package 4000K CCT 80 CRI Type 4 Medium	1	16418	0.9	138.16
	L14FT	1	Lithonia Lighting	DSX1 LED P5 40K 80CRI T4M	D-Series Size 1 Area Luminaire P5 Performance Package 4000K CCT 80 CRI Forward Throw	1	16531	0.9	138.16

Statistics					
Description	Symbol	Avg	Max	Min	Max/Min Avg/Min
Calc Zone #1	+	1.1 ft	9.9 ft	0.0 ft	N/A N/A
PARKING LOT	X	2.6 ft	4.9 ft	0.4 ft	12.3:1 6.5:1

CIVIL SITE PHOTOMETRIC PLAN & DETAILS

1" = 20' SCALE

NORTH

EXCEL

Always a Better Plan

100 Camelot Drive
Fond du Lac, WI 54935
920-926-9800
excelengineer.com

COLLABORATION

Quattro
Development

PROJECT INFORMATION

PROPOSED EARLY CHILDHOOD SCHOOL FOR:
QUATTRO DEVELOPMENT
23877 HIGHFIELD COURT • PEWAUKEE, WI 53072

PROFESSIONAL SEAL

BREITENMEYER DATES

SHEET ISSUE

REVISIONS

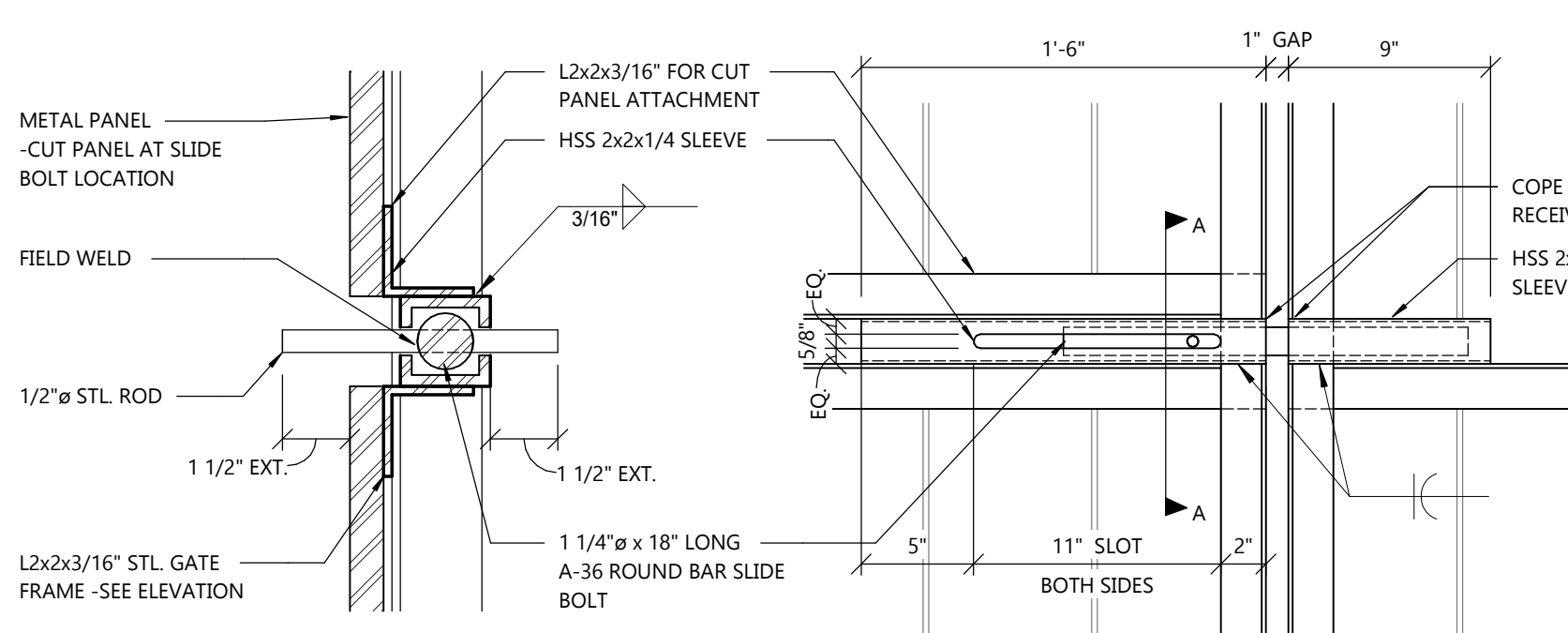
JOB NUMBER

2245520

SHEET NUMBER

C3.1

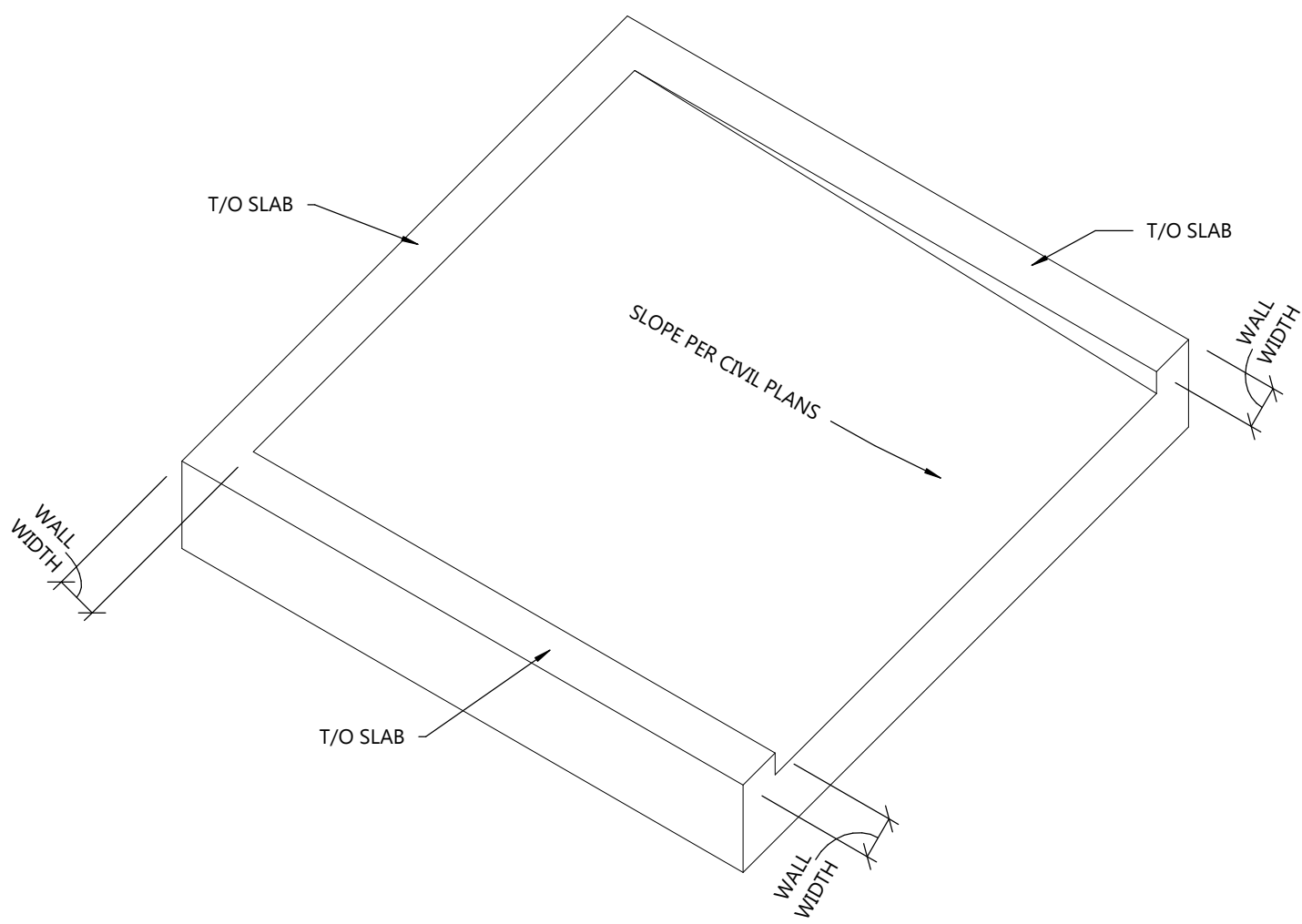
2021 © EXCEL ENGINEERING, INC.



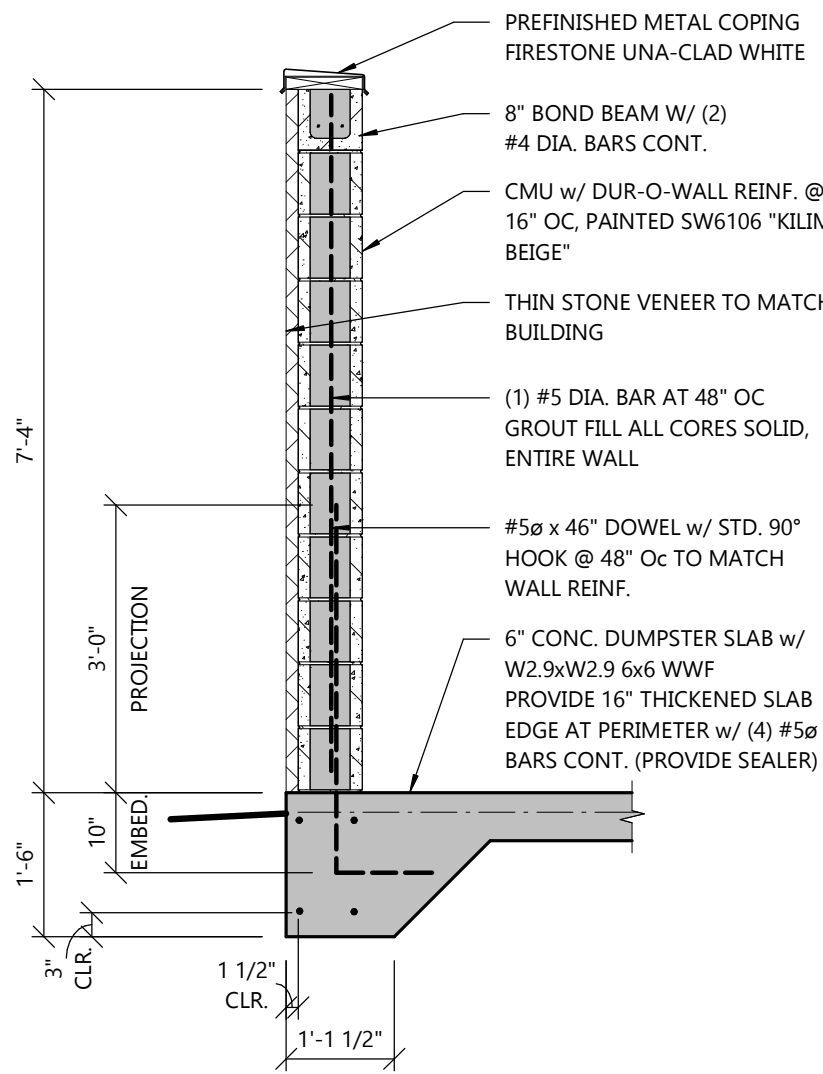
SECTION A-A
N.T.S.

ELEVATION

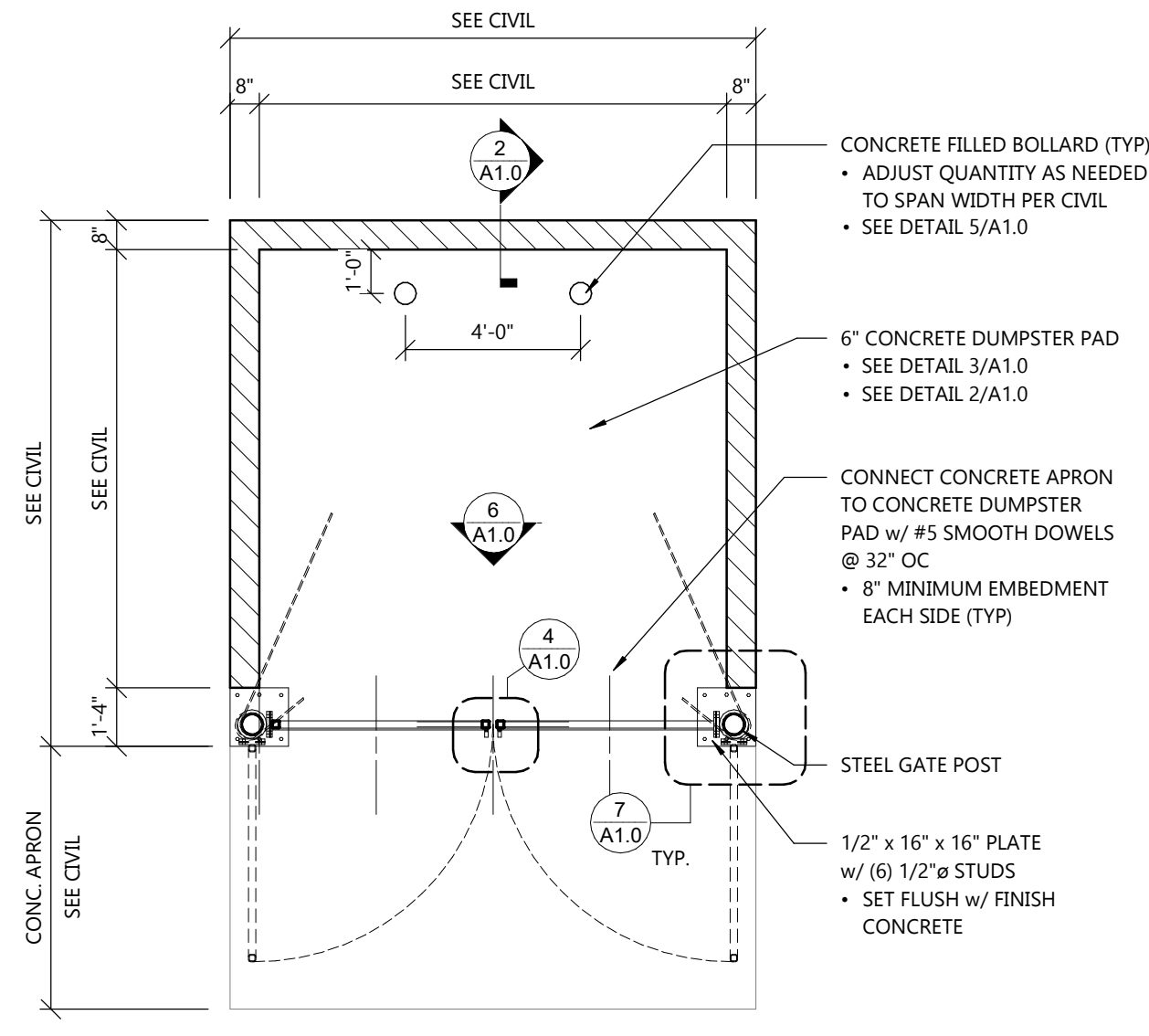
4 GATE SLIDE BOLT
A1.0 SCALE: 1 1/2" = 1'-0"



3 DUMPSTER PAD DETAIL
A1.0 NOT TO SCALE

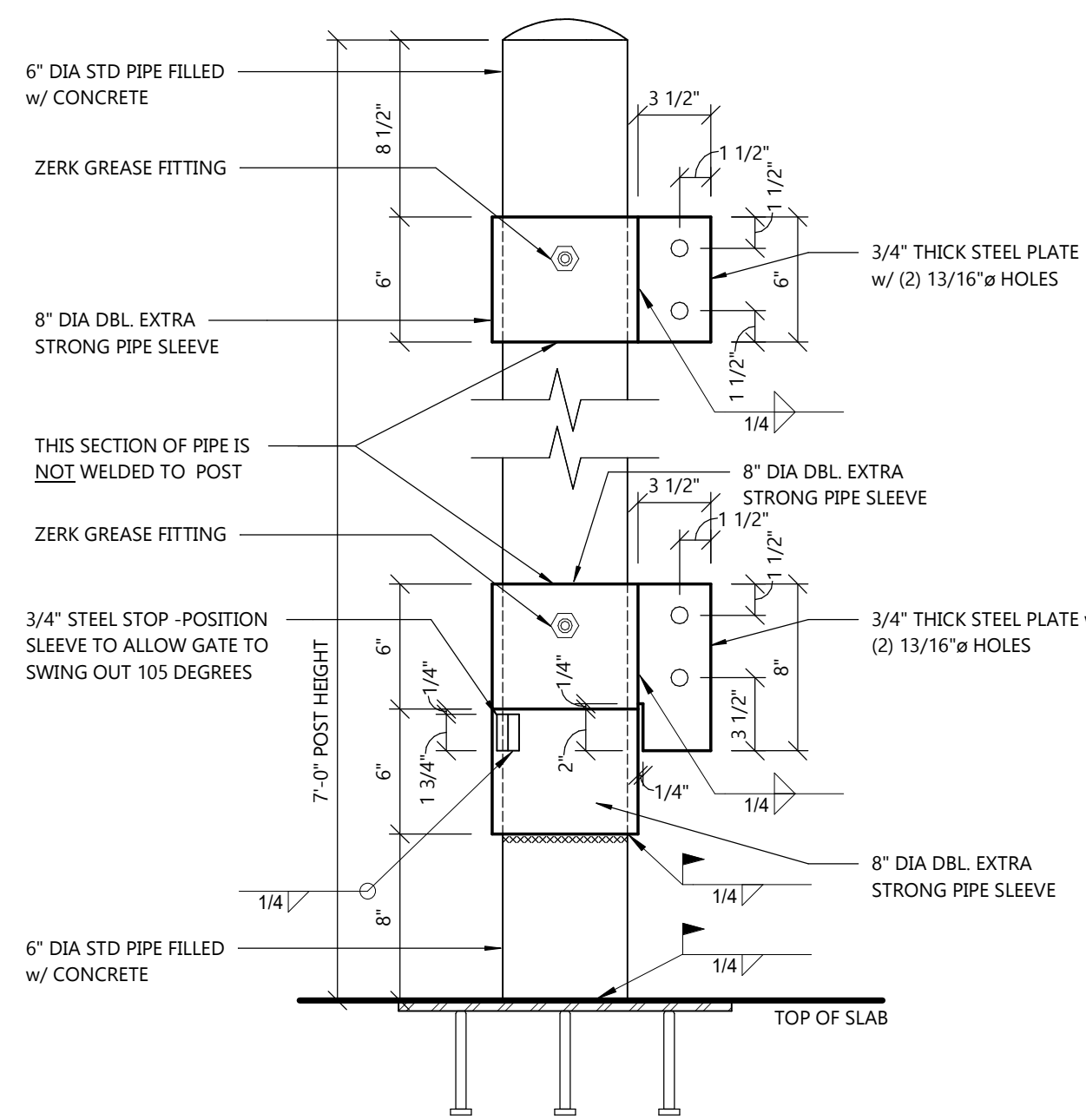


2 DUMPSTER WALL SECTION
A1.0 SCALE: 1/2" = 1'-0"

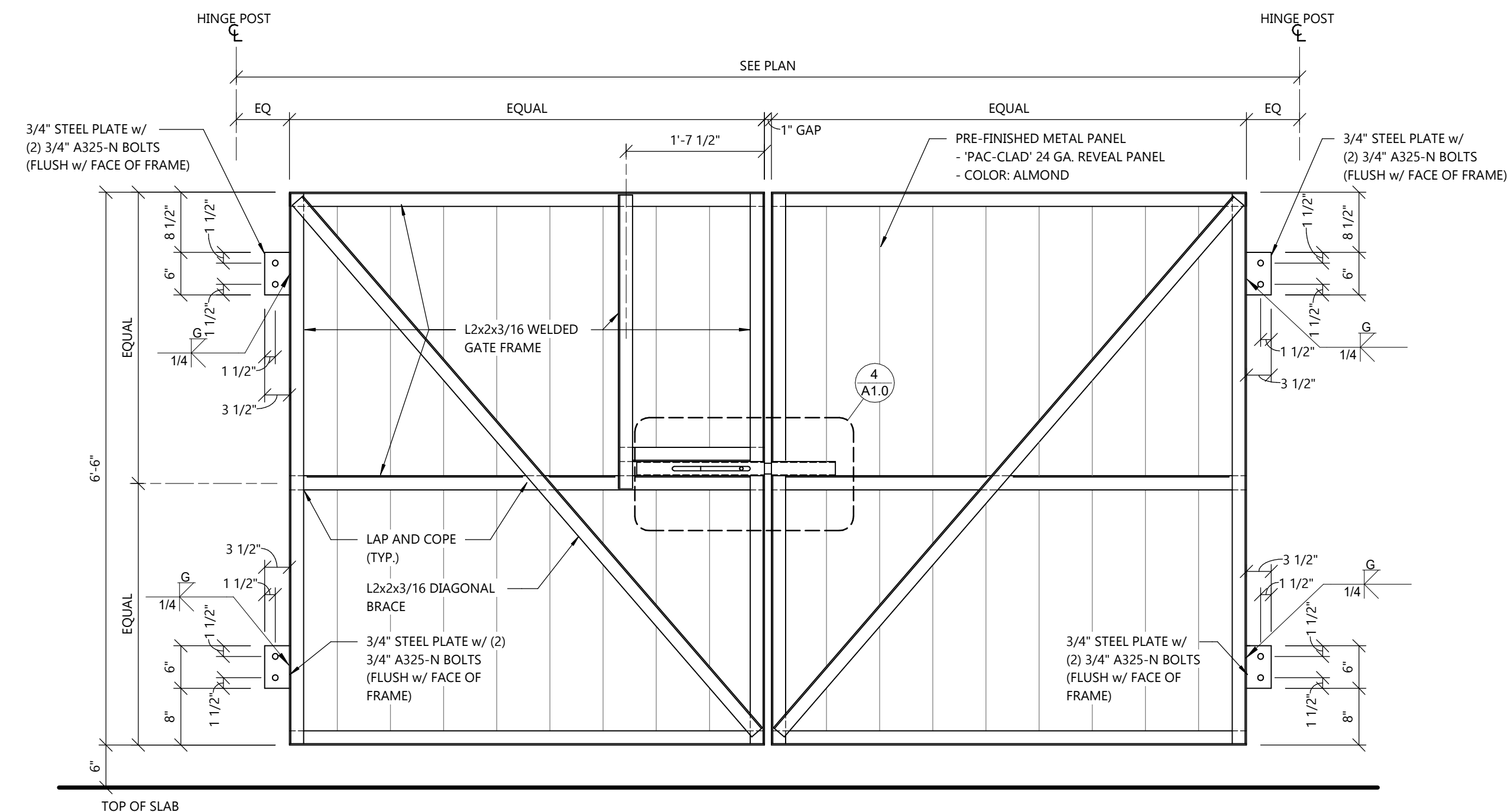


1 DUMPSTER PLAN
A1.0 SCALE: 1/4" = 1'-0"

ALL EXPOSED METAL SURFACES ON
DUMPSTER ENCLOSURE TO RECEIVE ONE
COAT RUST-INHIBITING PRIMER AND (2)
COATS PAINT: SW6106 "KILIM BEIGE"
(UNLESS NOTED OTHERWISE.)

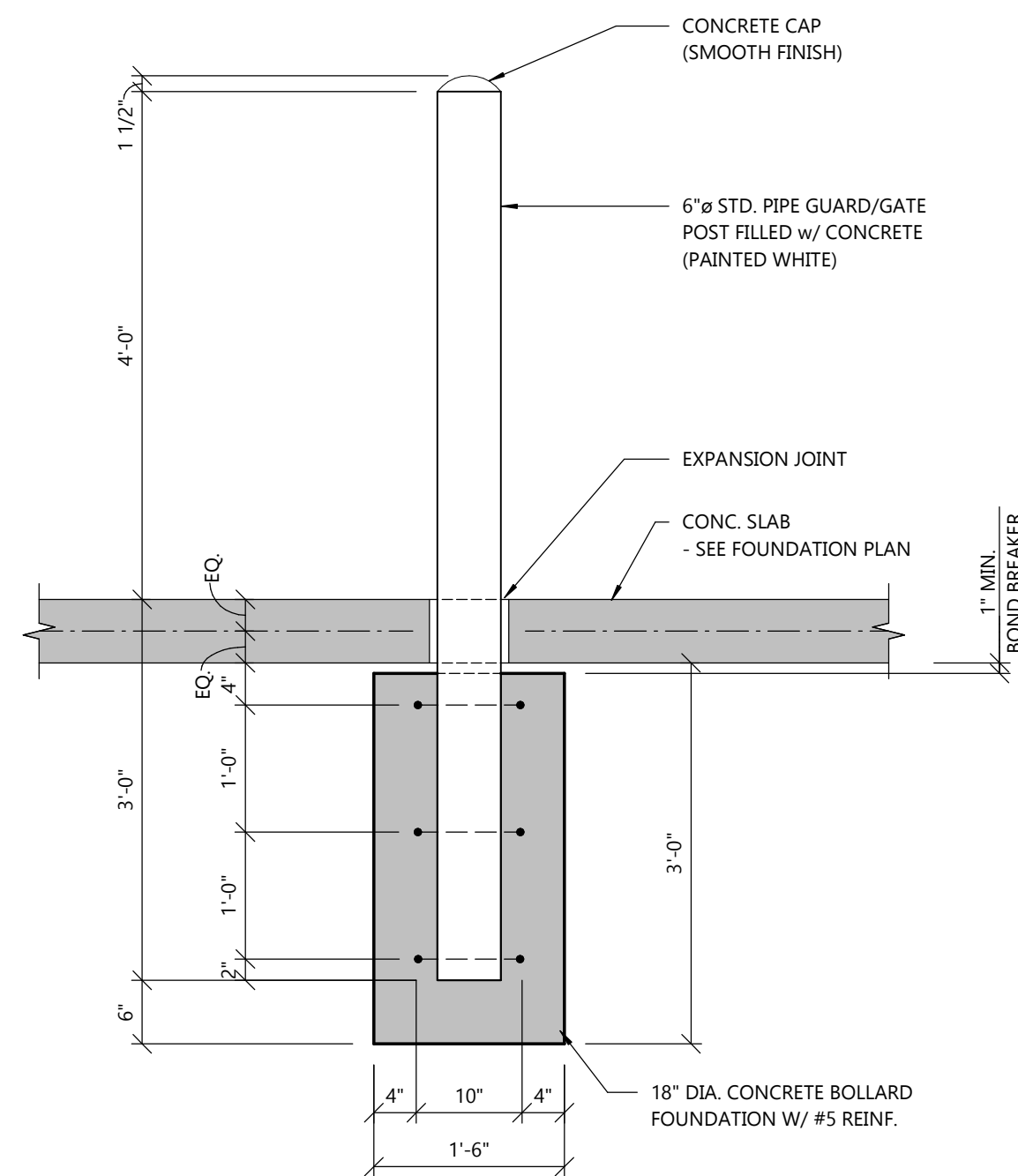


7 GATE HINGE DETAIL
A1.0 SCALE: 1 1/2" = 1'-0"



INSIDE ELEVATION

6 DUMPSTER GATE ELEVATION
A1.0 NOT TO SCALE



5 BOLLARD DETAIL
A1.0 SCALE: 3/4" = 1'-0"



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COLLABORATION



PROJECT INFORMATION

PROPOSED EARLY CHILDHOOD SCHOOL FOR:
QUATTRO DEVELOPMENT
N35 W23824 CAPTIO DRIVE • PEWAUKEE, WI

PROFESSIONAL SEAL

SHEET DATES

SHEET ISSUE DEC. 19, 2022

REVISIONS

JOB NUMBER

2245520

SHEET NUMBER

A1.0

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ARCHITECTURAL DUMPSTER ENCLOSURE DETAILS

GENERAL NOTES

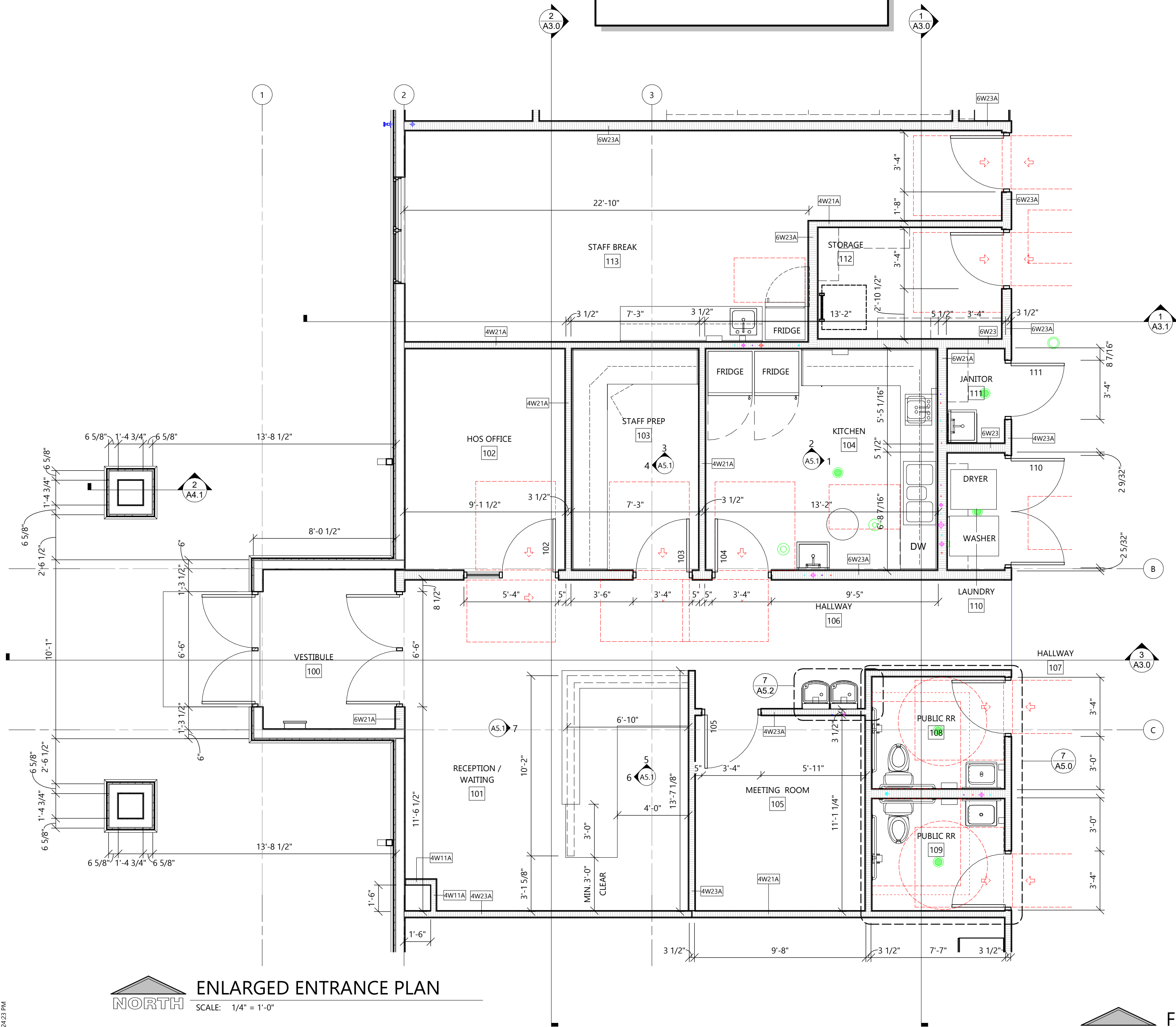
- ALL INTERIOR DIMS. ARE FROM FACE-OF-STUD TO FACE-OF-STUD.
- ALL INTERIOR WALLS TO BE 2x4 OR 2x6 @ 16" O.C. (SEE FLOOR PLAN FOR SIZE) W/ 1/2" OR 5/8" GYPSUM BOARD BOTH SIDES - EXTEND TO BOTTOM CHORD OF TRUSSES / UNDERSIDE OF DECK.
- ALL INTERIOR WALLS TO BE 3 5/8" OR 6" METAL STUDS @ 16" O.C. (SEE FLOOR PLAN FOR SIZE) W/ 5/8" GYPSUM BOARD BOTH SIDES - EXTEND TO BOTTOM CHORD OF TRUSSES.
- MISCELLANEOUS HARDWARE INCLUDED: HANDICAP HARDWARE.
- PROVIDE WOOD BLOCKING FOR ANY FURNISHINGS BY OWNER. (VERIFY LOCATIONS)
- ALL EXTERIOR WINDOWS TO HAVE ALUMINUM FLASHING RETURNS AT HEAD, JAMBS, AND SILL OF ALL WINDOWS.
- ALL EXTERIOR WINDOWS TO HAVE GYPSUM BOARD RETURNS AT HEAD AND JAMBS AND PLASTIC LAMINATE COVERED WOOD SILL.
- ALL CABINETS AND COUNTERTOPS TO HAVE PLASTIC LAMINATE FRONTS AND TOPS.
- KITCHEN AND CABINET W/ COUNTERS BY GENERAL CONTRACTOR AS REQUIRED
- ALL CABINETS AND EQUIPMENT BY OTHERS - SEE EQUIPMENT DRAWING BY INTERIOR DESIGNER FOR REQUIREMENTS.
- FOOD PREP AREA TO BE VERIFIED W/ OWNER. PROVIDE SHOP DRAWINGS ON EQUIPMENT.

SYMBOLS LEGEND

	SEE SHEET A.X.X FOR WALL TYPES		CHILD HEIGHT TOILET
	EXIT SIGNAGE		ADULT HEIGHT TOILET
	FIRE EXTINGUISHER -SEE AS SHEETS		CHILD HEIGHT SINK
	FIRE EXTINGUISHER w/ CABINET -SEE AS SHEETS		ADULT HEIGHT SINK
	STUD WALL		
	CONCRETE WALL		
	MASONRY VENEER		
	C.M.U. WALL		
	SEE PLAN FOR ALL WALL WIDTHS		
	NEW DOOR		

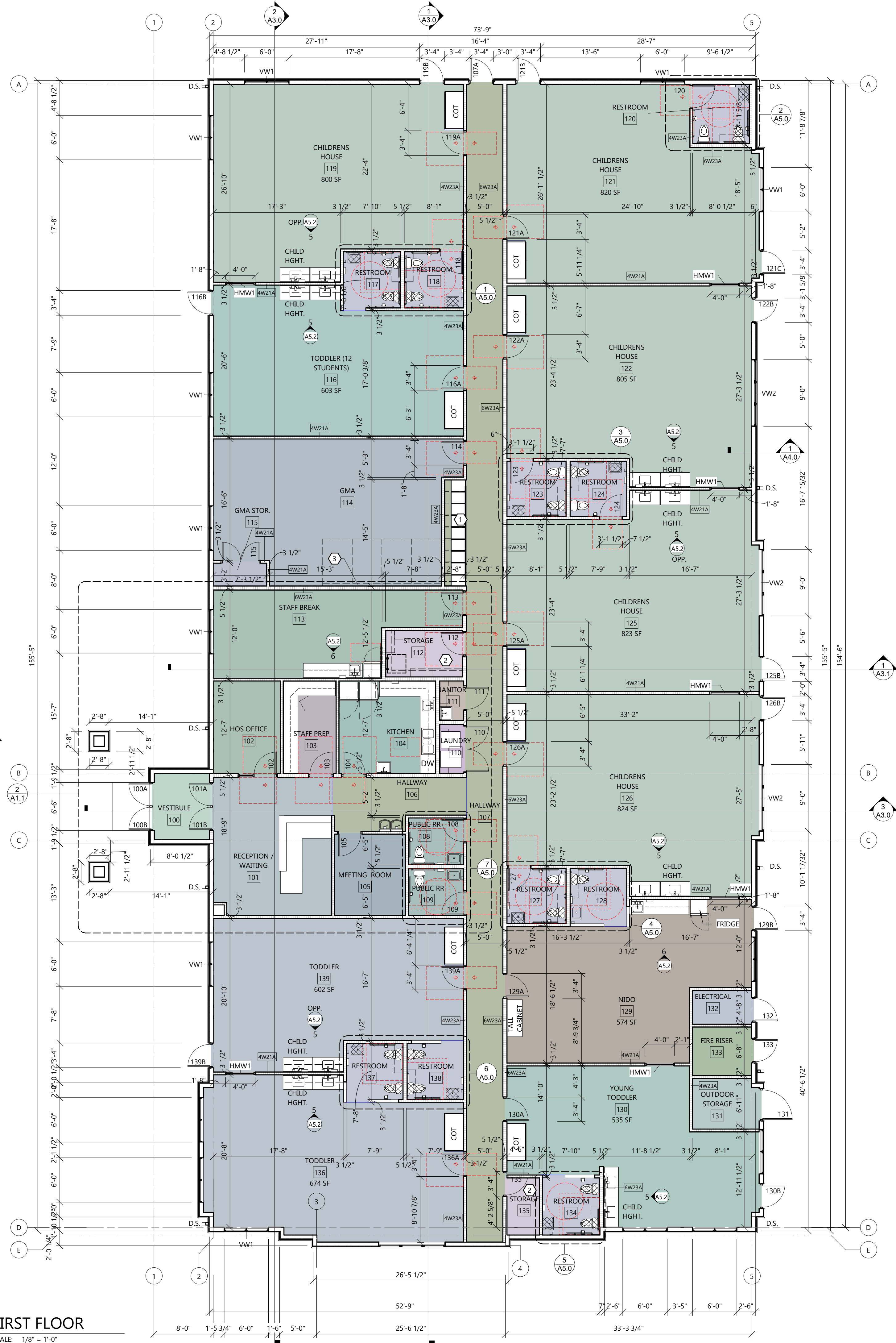
KEYED NOTES

- PROVIDE METAL LOCKERS PER HGE SPECIFICATIONS.
- PROVIDE METAL SHELVING PER HGE SPECIFICATIONS.
- CLIMBING WALL & MATS BY LL PER HGE OUTLINE SPECIFICATIONS



ENLARGED ENTRANCE PLAN
SCALE: 1/4" = 1'-0"

FIRST FLOOR
SCALE: 1/8" = 1'-0"



ARCHITECTURAL FIRST FLOOR PLAN



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excelengineer.com

COLLABORATION



PROJECT INFORMATION

PROPOSED EARLY CHILDHOOD SCHOOL FOR:
QUATTRO DEVELOPMENT
N35 W23824 CAPTIO DRIVE • PEWAUKEE, WI

PROFESSIONAL SEAL

PRELIMINARY DATES

NOV. 3, 2022
NOV. 11, 2022
NOV. 16, 2022
NOV. 17, 2022
DEC. 12, 2022
JAN. 24, 2023

JOB NUMBER

2245520

SHEET NUMBER

A1.1

NOT FOR CONSTRUCTION

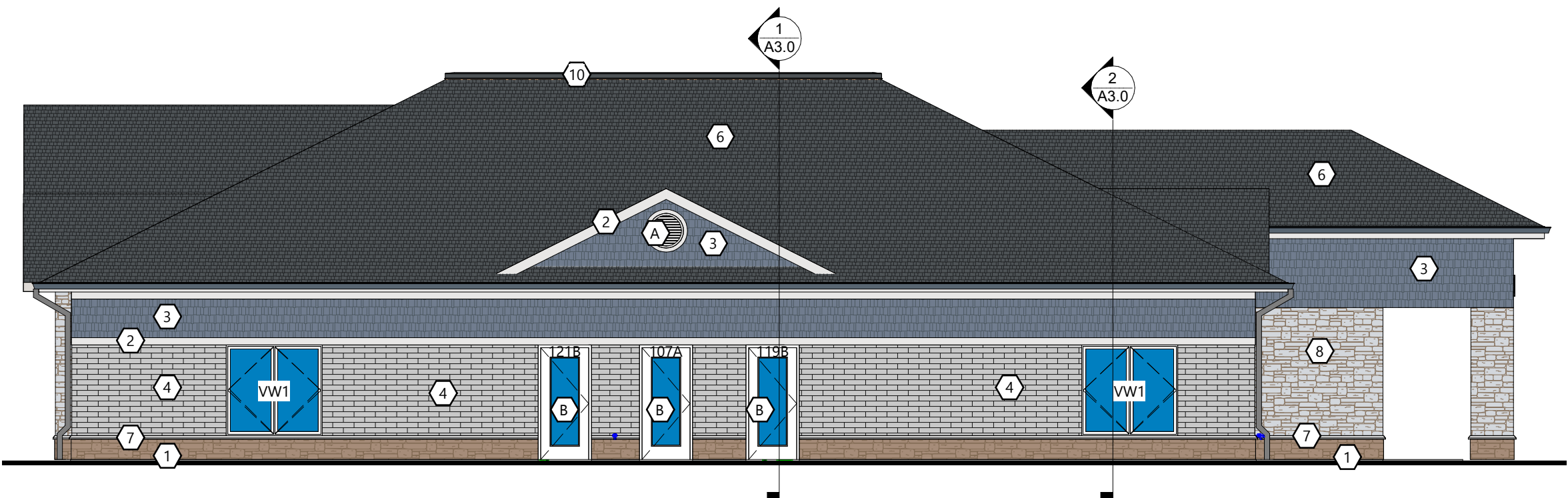


EXTERIOR FINISH KEY

- 10 PREFINISHED METAL COPING
MFR: PAC-CLAD
COLOR: MUSKET GRAY
- 9 VINYL CASEMENT WINDOW
MFR: MINNKOTA
PRODUCT: ASPEKT 1800
COLOR: WHITE
- 8 THIN STONE VENEER
MFR: LAFARGE FOX RIVER DECORATIVE STONE
PRODUCT: CHILTON COUNTRY SPIRE
- 7 PRECAST CONCRETE SILL
MFR: STONECAST
PRODUCT: LIMESTONE
- 6 ASPHALT SHINGLES
MFR: CERTANTEED LANDMARK
COLOR: GEORGETOWN GRAY
- 5 ALUM STOREFRONT WINDOW
GLASS: 1" INSUL. LOW-E GLASS
FRAMES: DARK BRONZE
- 4 THIN CONCRETE BRICK VENEER
MFR: COUNTY MATERIALS
PRODUCT: HERITAGE COLLECTION
COLOR: GRAYSTONE
- 3 SHAKE SIDING
MFR: JAMES HARDIE
PRODUCT: HARDIESHINGLE SIDING
COLOR: CADET SW9143
- 2 1x6 TRIM
MFR: JAMES HARDIE
COLOR: EXTRA WHITE SW7006
- 1 THIN STONE VENEER
MFR: LAFARGE FOX RIVER DECORATIVE STONE
PRODUCT: CUSTOM COUNTRY BLEND

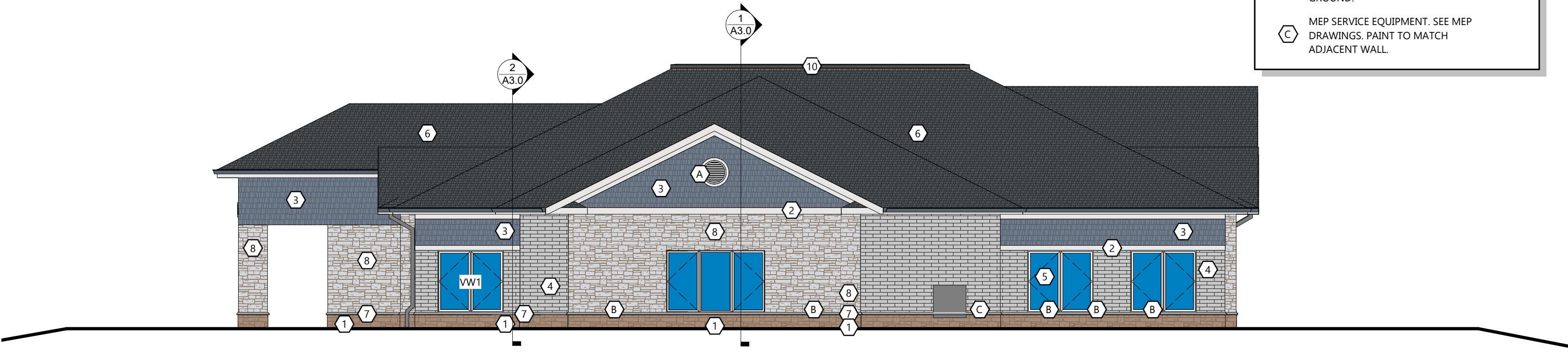
ELEVATION KEYNOTES

- A VINYL ATTIC VENT. COLOR TO MATCH
HARDIE TRIM, SW 7006 EXTRA WHITE
- B HOLLOW METAL DOOR TO BE PAINTED
PER HIGHER GROUND GUIDELINES.
COORDINATE COLOR WITH HIGHER
GROUND.
- C MEP SERVICE EQUIPMENT. SEE MEP
DRAWINGS. PAINT TO MATCH
ADJACENT WALL.



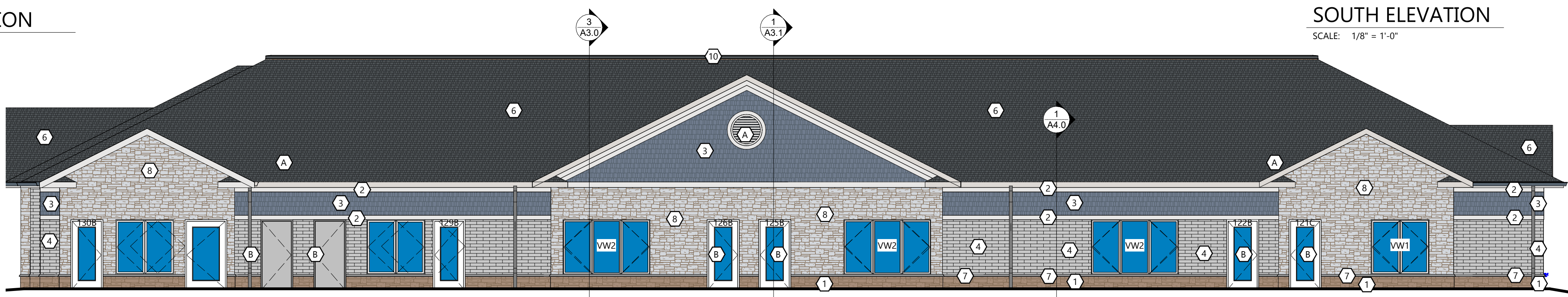
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



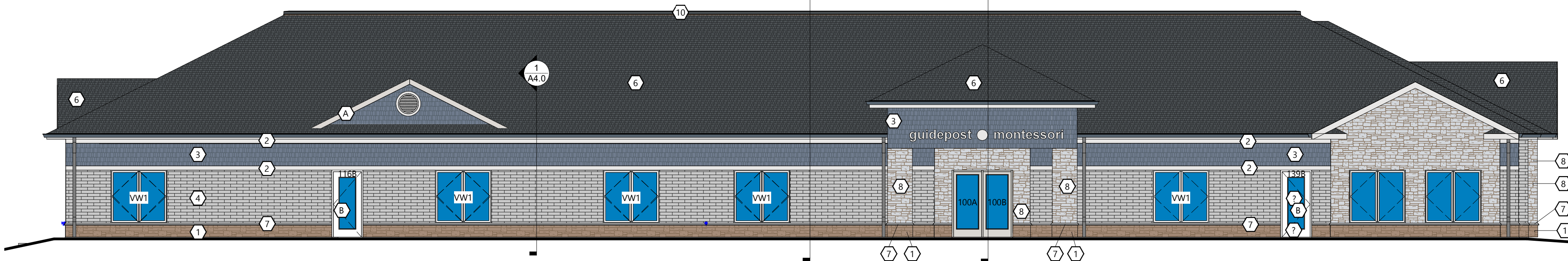
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"

ARCHITECTURAL EXTERIOR ELEVATIONS



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PROJECT INFORMATION

PROPOSED EARLY CHILDHOOD SCHOOL FOR:
QUATTRO DEVELOPMENT
N35 W23824 CAPITOL DRIVE • PEWAUKEE, WI

PROFESSIONAL SEAL

PRELIMINARY DATES

NOV. 3, 2022
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NOV. 16, 2022
DEC. 12, 2022
JAN. 24, 2023

NOT FOR CONSTRUCTION

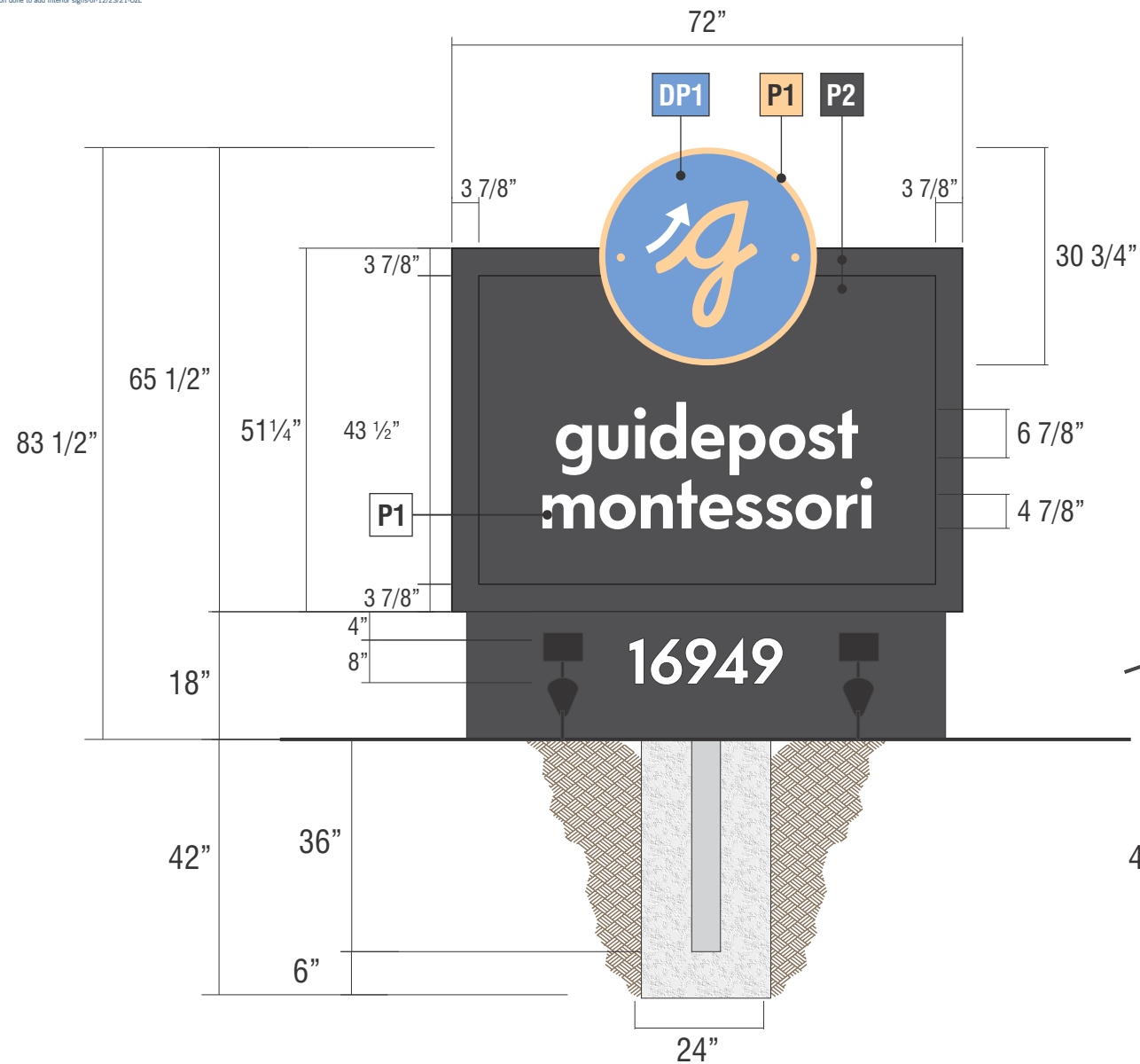
JOB NUMBER

2245520

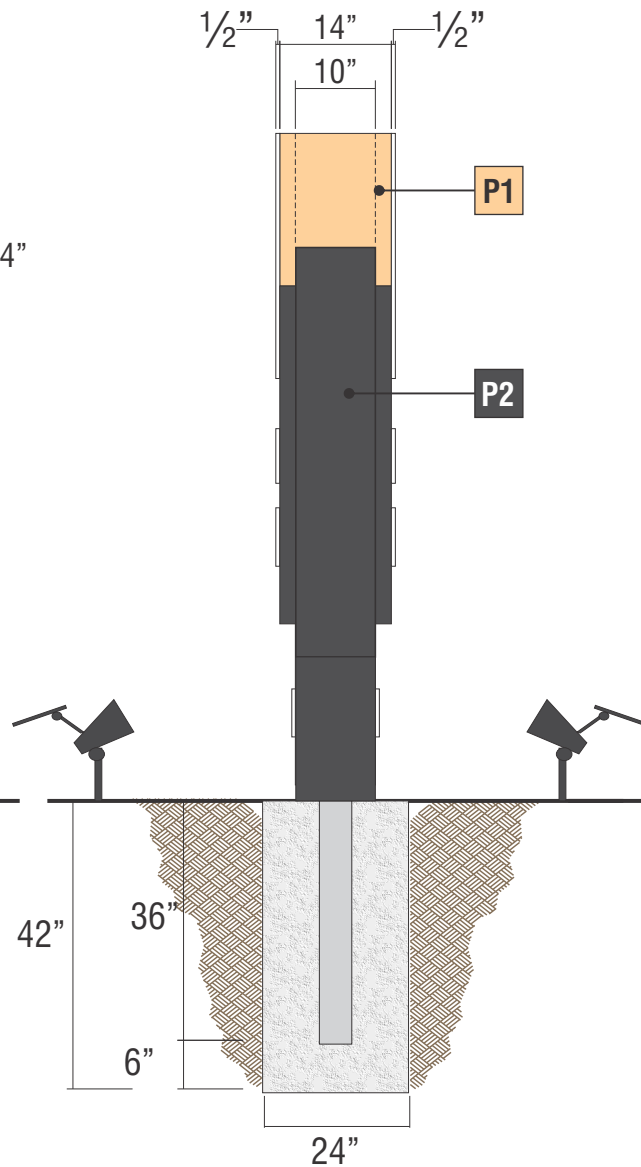
SHEET NUMBER

A2.0

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FRONT ELEVATION SCALE: 1/2" = 1'-0"



SIDE ELEVATION SCALE: 1/2" = 1'-0"



BACK ELEVATION SCALE: 1/2" = 1'-0"



A SIGNTYPE GPM-MON-65x72-83-DF

MANUFACTURE AND INSTALL ONE (1) DOUBLE SIDED NON-ILLUMINATED MONUMENT SIGN W/ EXTERNAL LIGHTS

CABINET: TO BE CLAD WITH .125" ALUMINUM PAINTED MATTHEWS MP07102 "DEEP RIVER", SATIN FINISH

PANEL: BREAK FORM ALUMINUM 2" DEEP PAINTED MATTHEWS MP07102 "DEEP RIVER", SATIN FINISH

LOGO: 1/2" PLEX WITH FIRST SURFACE DIGITAL PRINTED LOGO.

COPY: 1/2" PLEX PAINTED MATTHEWS SATIN WHITE.

ADDRESS NUMERALS (NON-ILLUMINATED) : 1/2" ACRYLIC, PAINTED MATTHEWS SATIN WHITE

POLE: TO BE CLAD WITH .125" ALUMINUM PAINTED DARK GREY

FOOTINGS: BY SIGNTECH ENGINEERING.

PAINT COLORS

DP1 DIGITAL PRINT TO MATCH PMS 7453C BLUE, SATIN LAMINATE (REVERSED WEED DOTS TO SHOW THRU TAN BACKGROUND)

P1 PAINT TO MATCH (C-0 M-20 Y-43 K-0), SATIN FINISH

P2 PAINT MATTHEWS MP07102 "DEEP RIVER", SATIN FINISH

P1 MATTHEWS SATIN WHITE



AMIR Solar Spotlights Outdoor = (4) Pack



4444 Federal Blvd San Diego, CA 92102
(619) 527-6100 signtech.com

Page 22 of 32

GUIDEPOST MONTESSORI

N56 West 16949 Ridgewood Dr #56,
Menomonee Falls, WI 53051 USA

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Sales: Christine Mello
Coordinator: Brian Benson
Design: Oz Lemus
Engineering:

Date: 08/25/21
Drawing: 21-01361 **Rev:** R2-12/23/21-OzL
Quote:
Project ID: GUIDEPOST_N56W_2



1100 Jorie Blvd. • Suite 140
Oak Brook, IL 60523
(630) 870-1921

January 26, 2023

Mr. Nick Fuchs
Planner & Community Development Director
City of Pewaukee
W240N3065 Pewaukee Road
Pewaukee, WI 53072

Re: Release of 45' Reserved Right-of-Way from
Lot 2 of Certified Survey Map No. 10366
Pewaukee, WI

Dear Mr. Fuchs:

This letter is in regards to the existing 45' reserved right-of-way along the southern property line of Lot 2 of Certified Survey Map No. 13066.

Per our prior conversations, we have confirmed with the Wisconsin DOT that this was not a DOT requirement, but rather a City of Pewaukee requirement. In reviewing the aerial maps of this area, it appears that the lots adjacent to this property have encroached into the reserved right-of-way leading us to believe that the City has no plans to develop within this area. To develop Lot 2 to its full potential, we respectfully request that the City vacate / discontinue this future right-of-way from Lot 2.

Please review and let us know if the City would be open to this request.

If you have any further questions regarding this matter, please feel free to contact me at (630) 870-1921.

Sincerely,

Quattro Development, LLC

A handwritten signature in blue ink, appearing to read "B. Dahlman", is written over a horizontal line.

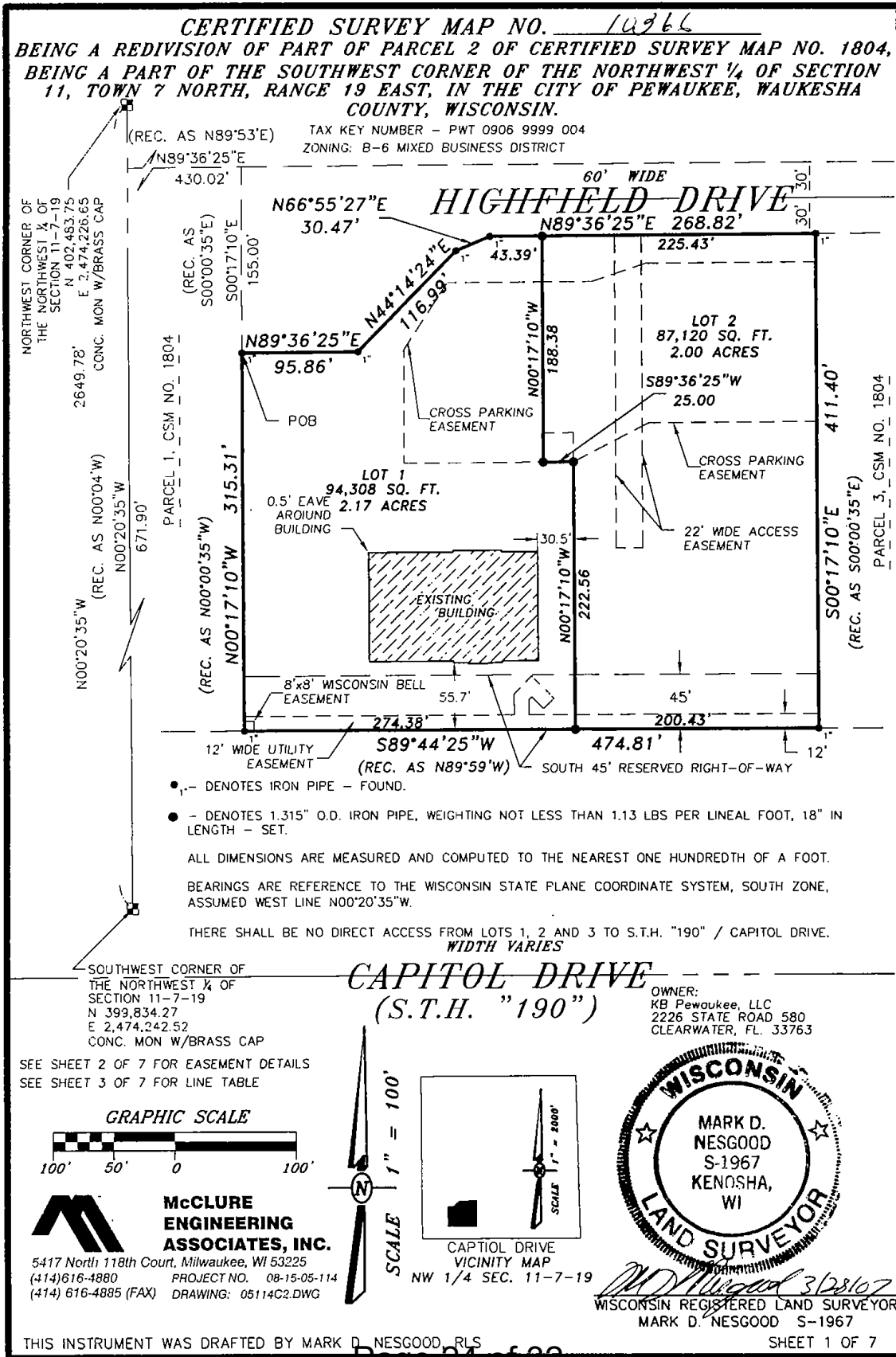
Brett J. Dahlman, P.E.
Director of Construction & Development
brett@quattrodevelopment.com

Attachment: CSM 10366



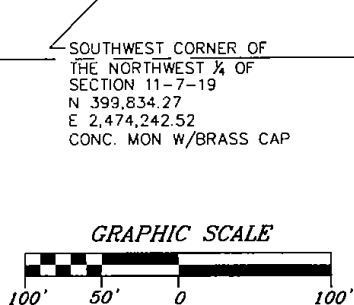
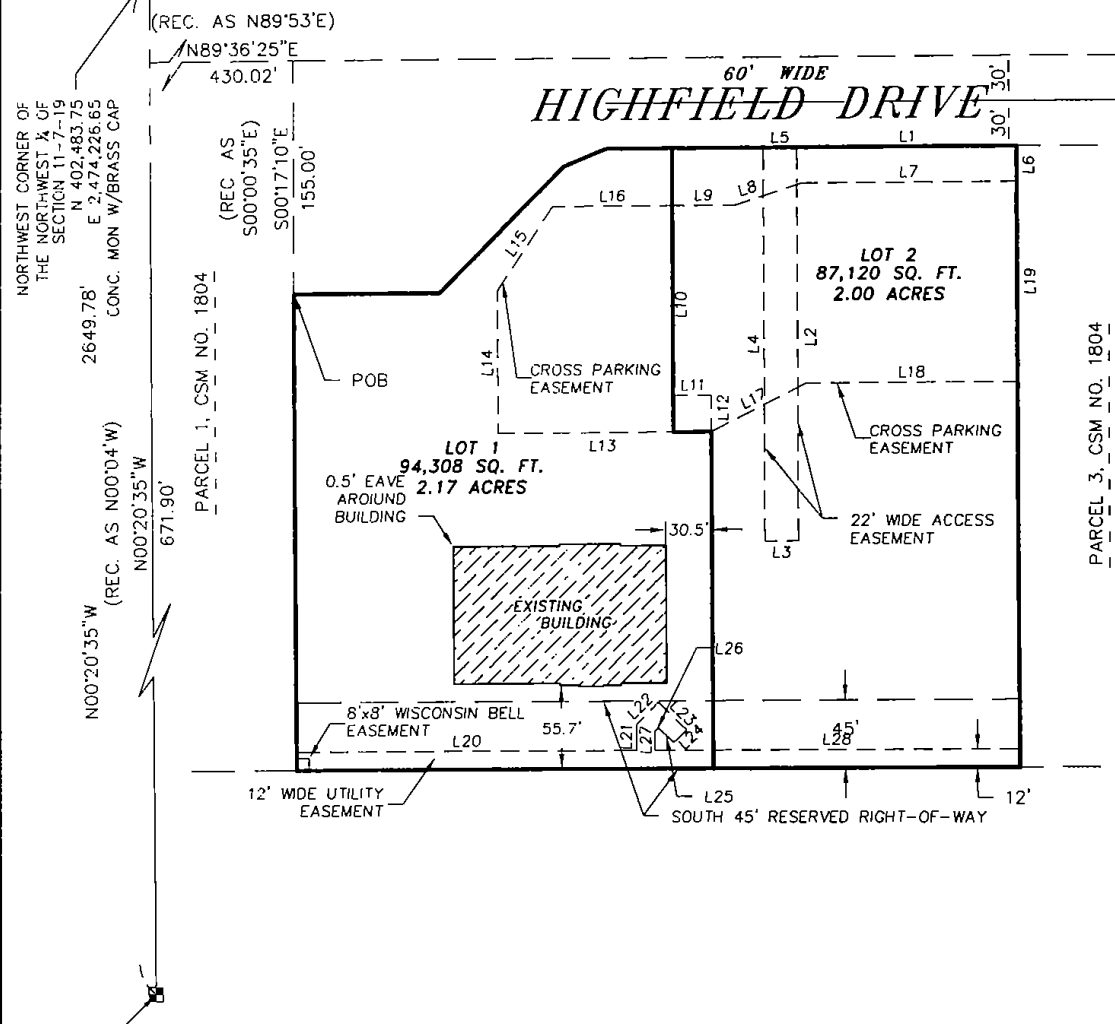
WC3472291-007

3472291



600

CERTIFIED SURVEY MAP NO. 10366
BEING A REDIVISION OF PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 1804,
BEING A PART OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION
11, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA
COUNTY, WISCONSIN.



**McCLURE
 ENGINEERING
 ASSOCIATES, INC.**

5417 North 118th Court, Milwaukee, WI 53225
 (414) 616-4880 PROJECT NO. 08-15-05-114
 (414) 616-4885 (FAX) DRAWING: 05114C2.DWG

WIDTH VARIES
CAPITOL DRIVE
 (S.T.H. "190")



Mark D. Nesgood 3/28/07
 WISCONSIN REGISTERED LAND SURVEYOR
 MARK D. NESGOOD S-1967

hop

CERTIFIED SURVEY MAP NO. 10366
BEING A REDIVISION OF PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 1804,
BEING A PART OF THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION
11, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA
COUNTY, WISCONSIN.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°36'25"W	143.52'
L2	S00°16'37"E	260.80'
L3	S89°43'25"W	22.00'
L4	N00°16'37"W	260.75'
L5	S89°36'25"W	22.00'
L6	S00°17'10"E	23.68'
L7	S89°36'25"W	140.49'
L8	S71°16'14"W	46.32'
L9	S89°36'25"W	41.00'
L10	S00°17'10"E	125.82'
L11	N89°36'25"E	25.00'
L12	S00°17'10"E	24.30'
L13	S89°36'25"W	140.49'
L14	N00°17'10"W	94.45'
L15	N32°59'24"E	66.67'
L16	N89°36'25"E	78.91'
L17	N62°29'07"E	70.01'
L18	N89°36'25"E	138.18'
L19	N00°17'10"W	132.78'
L20	N89°44'25"E	223.97'
L21	N00°32'10"W	17.46'
L22	N44°27'51"E	20.49'
L23	S45°32'09"E	26.00'
L24	S44°27'51"W	12.00'
L25	N45°32'09"W	14.00'
L26	S44°27'51"W	3.51'
L27	S00°32'10"E	12.54'
L28	N89°44'25"E	238.84'



Mark D. Nesgood 3/14/07
WISCONSIN REGISTERED LAND SURVEYOR
MARK D. NESGOOD S-1967

265

CERTIFIED SURVEY MAP NO. 10366

BEING A REDIVISION OF A PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 1804, BEING A PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 11, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ^{SS}

I, Mark D. Nesgood, Registered Land Surveyor, do hereby certify that I have surveyed, divided and mapped a Redivision of a part of Parcel 2 of Certified Survey Map No. 1804, being a part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Town 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Northwest $\frac{1}{4}$ of said Section; thence N00°20'35"W along the West line of the Northwest $\frac{1}{4}$ of said Section 671.90 feet; thence N89°36'25"E 430.02 feet to the Northwest corner of Parcel 2 of said Certified Survey Map; thence S00°17'10"E along the West line of Parcel 2 of said Certified Survey Map 155.00 feet to the point of beginning; thence N89°36'25"E along the South right-of-way line of Highfield Drive; thence N44°14'24"E along the Southeasterly right-of-way line of said Drive 116.99 feet; thence N66°55'27"E along the Southeasterly right-of-way line of said Drive 30.47 feet; thence N89°36'25"E along the South right-of-way line of said Drive 268.82 feet to a point on the East line of Parcel 2 of said Certified Survey Map; thence S00°17'10"E along the East line of Parcel 2 of said Certified Survey Map 411.40 feet to the Southeast corner of Parcel 2 of said Certified Survey Map and a point on the North right-of-way line of Capitol Drive; thence S89°44'25"W along the South line of Parcel 2 of said Certified Survey Map and the North right-of-way line of said Drive 474.81 feet to the Southwest corner of Parcel 2 of said Certified Survey Map; thence N00°17'10"W along the West line of Parcel 2 of said Certified Survey Map 315.31 feet to the point of beginning. Containing 4.17 acres of land more or less.

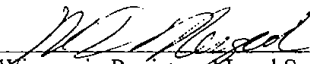
THAT I have made such survey, land division and map by the direction of KB Pewaukee, LLC, a Florida limited liability company, owner of said land.

THAT such map is a correct representation of all exterior boundaries and of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the regulations of the City of Pewaukee in surveying, dividing and mapping the same.

Dated this 28th day of March, 2007




Wisconsin Registered Land Surveyor
Mark D. Nesgood S-1967

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CERTIFIED SURVEY MAP NO. 10366

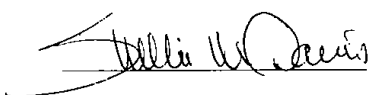
BEING A REDIVISION OF A PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 1804, BEING A PART OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 11, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

OWNERS CERTIFICATE

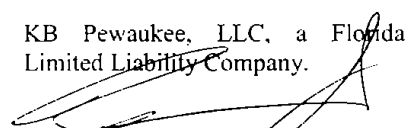
As Owner, I do hereby certify that I have caused the land described on this plat to be surveyed, divided and mapped as represented on this plat. We also certify that this Certified Survey Map is Required to be submitted to the following for approval: City of Pewaukee.

WITNESS the hand and seal of said Owner this 29th day of March, 2007.

IN THE PRESENCE OF:



KB Pewaukee, LLC, a Florida Limited Liability Company.


_____, Member
Robert E. Schmidt, Jr.
Managing Member

STATE OF Florida)
Pinellas COUNTY) ss

PERSONALLY came before me this 29 day of March, 2007, the above named Robert E. Schmidt Member of KB Pewaukee, LLC a Florida Limited Liability Company, to me known to be the person who executed the foregoing instruction and acknowledged the same.



Amanda D. Norwick
Commission # DD641050
Expires: FEB. 15, 2011
WWW.AARONNOTARY.COM


Notary Public, State of Florida
My commission expires Feb. 15, 2011



THIS INSTRUMENT WAS DRAFTED BY MARK D. NESGOOD, R.L.S.

SHEET 5 OF 7

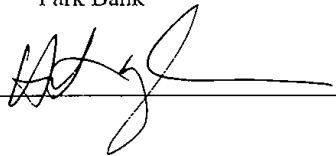
CERTIFIED SURVEY MAP NO. 10366

BEING A REDIVISION OF A PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 1804, BEING A PART OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 11, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

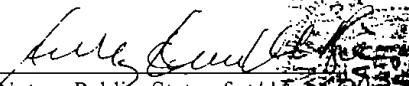
Park Bank, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this map, and does hereby consent to the foregoing owner's certificate.

Park Bank



STATE OF _____)
COUNTY) ss

Personally came before me this 2nd day of APRIL, 2007, HEATHER BAYLOR of the above named Corporation, to be known to be the person who executed the foregoing instrument, and to me known to be such VICE PRESIDENT of said Corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.


Notary Public, State of WISCONSIN
My Commission expires 4-15-2010



THIS INSTRUMENT WAS DRAFTED BY MARK D. NESGOOD, R.L.S.

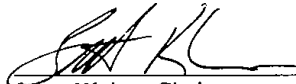
SHEET 6 OF 7

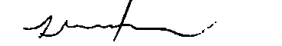
CERTIFIED SURVEY MAP NO. 10366

BEING A REDIVISION OF A PART OF PARCEL 2 OF CERTIFIED SURVEY MAP NO. 1804, BEING A PART OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 11, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

CITY PLAN COMMISSION APPROVAL:

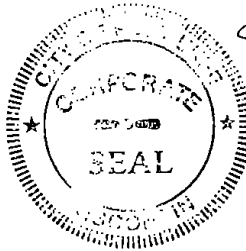
Approved by the Plan Commission, City of Pewaukee, this 15th day of March, 2007.

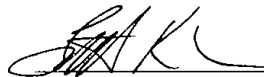

Scott Klein – Chairman

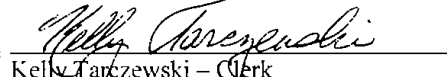

David Mokros – Secretary

CITY COMMON COUNCIL APPROVAL:

Approved by the Common Council, City of Pewaukee, this 19th day of March, 2007.




Scott Klein – Mayor


Kelly Tarczewski – Clerk

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3472291

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

04-13-2007 11:51 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 16.00
REC. FEE-CD: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 7



THIS INSTRUMENT WAS DRAFTED BY MARK D. NESGOOD, R.L.S.

SHEET 7 OF 7

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**A COVENANT
REGARDING THE ISSUANCE OF A
CONDITIONAL USE PERMIT
BY THE
CITY OF PEWAUKEE**

**TAX KEY NUMBER(S)
OR PARCEL(S) INVOLVED:** **CONDITIONAL USE
PERMIT:
NO. CUP-23-2-2**

PWC 0906994

LEGAL DESCRIPTION:

LOT 2 CERT SURV 10366 VOL 98/203 2.00 AC PT NW1/4 SEC 11
T7N R19E DOC# 3482373

**PERSON(S), AGENT(S) OR CORPORATION(S) PETITIONING
FOR PERMIT:**

Quattro Development/Higher Ground Education

Recording area

Name & Return Address

City of Pewaukee
W240N3065 Pewaukee Rd
Pewaukee, WI 53072

WHEREAS, It is understood by all parties to this covenant that Section 62.23 of WIS. Statutes prescribes the legal basis for the granting of a conditional use permit by a City and Chapter 17 of the City Codes and Ordinances provides for the issuance of such permits as well as the standards by which all such uses will be measured; and,

WHEREAS, The City Plan Commission has held a meeting on February 16, 2023; has reviewed the various elements of the petitioner's proposal; and has recommended that a Conditional Use Permit be granted to the above-named petitioner for the property/parcel identified above; and,

WHEREAS, The City Common Council held a public hearing meeting on March 6, 2023.

NOW, THEREFORE, let it be known that the City Common Council, by its action on February, 2023 has, hereby, granted a Conditional Use Permit for the following use(s):

Construction of a childcare facility.

FURTHER, such approved use of the above designated parcel(s) are hereby allowed based on the following conditions being continually met:

1. Staff recommends that the playground areas, fencing, and any other accessory structure and use be located behind the building on the north side of the property.
2. Final grading, erosion control and storm water management plans shall be approved by the Engineering Department, prior to any land disturbing activities.
3. The applicant shall not be responsible for the construction of a bell tower as conditioned within Conditional Use Permit No. COP-05-10-3.

The parties hereto, namely the City of Pewaukee and the Equitable Owner of the property for which this conditional use has been sought, set their signatures or the signatures of their representatives below, thereby agreeing to the provisions and conditions set forth in this covenant.

Attest:

Signature of equitable owner

Date

Kelly Tarczewski
City Clerk

Steve Bierce
Mayor, City of Pewaukee

Date

State of Wisconsin
County of Waukesha

Signed or attested before me on _____, 2023 by Steve Bierce, Mayor and Kelly Tarczewski, Clerk.

(Seal)

Ami Hurd
My Commission expires _____

This instrument was drafted by Ami Hurd, Deputy Clerk

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 10.**

DATE: March 6, 2023

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Reminder: Common Council Meeting to Start at 6:00 p.m. on March 20, 2023.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION: