

Office of the Clerk/Treasurer

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

**COMMON COUNCIL
MEETING NOTICE AND AGENDA**

Monday, January 7, 2019

7:00 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. Consent Agenda
 - 3.1. Approval of Accounts Payable Listings
 - 3.2. Approval of Bartender License
 - 3.3. Approve **Resolution 18-12-34** Establishing the City's 2019 Fee Schedule
 4. Discussion and Possible to Award the 2019 Annual Sewer Cleaning Contract to the Lowest Qualified Bidder, Visu Sewer Inc., in the Amount of \$139,659.72 [J. Weigel]
 5. Discussion and Possible Action to Approve the Sewage Treatment Plant Capacity Valuation Study Proposal of Ruekert & Mielke (Nov. 21, 2018) [J. Weigel].
 6. Discussion and Possible Action Regarding the Request of John & Mary McDaniel for Sewer Service to N34 W24021 Capitol Drive (PWC 0904999) [J. Weigel]
 7. Discussion and Possible Action to Approve **Resolution 19-01-01** Authorizing the Commitment and In-Commitment of 2018 Funds [S. Klein]
 8. Discussion and Possible Action to Approve **Resolution 19-01-02** Regarding the Commitment of Unassigned Funds for the Purchase of Equipment [S. Klein]
 9. Discussion and Possible Action Regarding the Final Plat for Woodleaf Reserve Addition No. 2 (PWC 0865-995-002 & PWC 0865-990-001) [N. Fuchs]
 10. Discussion and Possible Action to Extend the Temporary Position in the Assessor's Department [S. Klein]
 11. Discussion and Possible Action to Appoint a Chairperson to the Zoning Board of Appeals [Mayor Bierce]
 12. 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.

13. Adjournment

Kelly Tarczewski
Clerk/Treasurer

January 4, 2019

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 3.1.**

DATE: January 7, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Accounts Payable Listings

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Accounts Payable

ACCOUNTS PAYABLE FOR:	01/07/2019	2018 TOTAL:	\$ 662,531.81
Vendor Name	Document Date	Document Amount	Transaction Description
1ST AYD	11/19/2018	\$ 352.18	FD OP SUPPLIES
AARONIN STEEL	12/03/2018	\$ 47.85	STR EQ REP FLAT STEEL
ADAMS, DAVID & JULIE	12/28/2018	\$ 105.85	2018 Property Tax Refund
ADP SCREENING & SELECTION SERVICES	12/03/2018	\$ 56.79	FD PRE-EMP SCREENING
ADP, LLC	11/16/2018	\$ 793.60	WFN HCM/TALENT MNGMT/ACTIVATION
AECOM	11/30/2018	\$ 8,256.48	SWM EMERAL LN FLD ANALYSIS
AECOM	11/21/2018	\$ 4,052.10	SWM OUTSIDE ENG PLAN REVIEWS
AILCO EQUIPMENT FINANCE GROUP	12/01/2018	\$ 412.00	IT Printer and Scanner
AIRGAS	11/13/2018	\$ 137.51	FD AMB OPS OXYGEN
AIRGAS	11/30/2018	\$ 151.96	FD Oxygen
AIRGAS	11/30/2018	\$ 101.36	FD Oxygen
AIRGAS	11/27/2018	\$ 76.29	FD Oxygen
AIRGAS	11/28/2018	\$ 41.66	FD Requal
ALESCI HOMES	12/11/2018	\$ 2,000.00	BLD EROSION BOND REFUND
ALL CITY COMMUNICATIONS INC.	12/01/2018	\$ 62.00	ANSWERING SERVICES
ALL-WAYS CONTRACTORS, INC	11/03/2018	\$ 40.00	SWM DITCH MNTNC - FILL
ALPHA OMEGA CLEANING, INC.	12/01/2018	\$ 130.00	PRK WAGNER JANITORIAL
ALTIUS BUILDING CO	12/11/2018	\$ 2,500.00	BLD OCC BOND REFUND
ANICK, BRIAN & CASSANDRA	12/28/2018	\$ 213.87	2018 Property Tax Refund
ARAMARK	10/25/2018	\$ 78.87	STR UNIFORM SVC 10/25
ARAMARK	11/08/2018	\$ 64.87	STR UNIFORM SVC 11/08
ARAMARK	11/15/2018	\$ 71.87	STR UNIFORM SVC 11/15
ARAMARK	11/22/2018	\$ 69.50	STR UNIFORM SVC 11/22
ARAMARK	11/29/2018	\$ 71.87	STR UNIFORM SVC 11/29
ARAMARK	12/06/2018	\$ 71.87	STR UNIFORM SVC 12/6
ARTEMAN, PAMELA	12/28/2018	\$ 160.84	2018 Property Tax Refund
ASPEN HOMES	12/11/2018	\$ 2,000.00	BLD EROSION BOND REFUND
AT&T CAROL STREAM IL	12/01/2018	\$ 291.74	CITY HALL PHONE SVC
ATW CORP dba ENTRANCE SYSTEMS	12/05/2018	\$ 293.00	CH GATE REPAIR
AUTO ZONE	09/08/2018	\$ 5.99	2853 EXTREME RV MIRROR
B.A.T.I.	11/22/2018	\$ 802.50	CITY HALL HVAC SVC CALL
BAAR, DANIEL & CHRISTINE	12/28/2018	\$ 105.98	2018 Property Tax Refund
BADGER OIL EQUIPMENT	11/28/2018	\$ 983.47	CITY HALL GAS PUMP REPAIR
BAIN SR., PHILIP & PATRICIA	12/28/2018	\$ 207.41	2018 Property Tax Refund
BAKER, WADE & SHANNON	12/28/2018	\$ 558.88	2018 Property Tax Refund
BANK OF FLOWERS	12/03/2018	\$ 115.00	FD Flowers Rita
BANYON DATA SYSTEMS	10/01/2018	\$ 440.00	IT POS Tax Entry Support
BATTERIES PLUS BULBS	11/20/2018	\$ 42.84	FD 9V Battery
BATTERIES PLUS BULBS	11/15/2018	\$ 133.95	FD VEHICLE REP BATTERY
BATTIGE, JOSEPH & JULIANA	12/28/2018	\$ 145.10	2018 Property Tax Refund
BATZNER PEST CONTROL	05/31/2018	\$ 109.00	Pest Treatment South Park
BATZNER PEST CONTROL	05/14/2018	\$ 206.00	Pest Trmnt Wagner Park
BATZNER PEST CONTROL	07/03/2018	\$ 59.00	Pest Trmt Wagner Park
BATZNER PEST CONTROL	12/14/2018	\$ 150.00	Pest Trtmnt Pewaukee Maint Sho
BATZNER PEST CONTROL	05/14/2018	\$ 59.00	Pest Trtmnt Wagner Park
BEACON ATHLETICS	11/27/2018	\$ 34,619.00	PSC BLEACHERS BENCHES BASES
BELL, DAVID & JOANN	12/28/2018	\$ 3.84	2018 Property Tax Refund

ACCOUNTS PAYABLE FOR:	01/07/2019	2018 TOTAL:	\$ 662,531.81
Vendor Name	Document Date	Document Amount	Transaction Description
BENSON, RONALD	12/28/2018	\$ 118.47	2018 Property Tax Refund
BENSON, SUSAN	12/28/2018	\$ 37.02	2018 Property Tax Refund
BERGLIN, TROY & TINA	12/28/2018	\$ 219.00	2018 Property Tax Refund
BOND TRUST SERVICES CORP	10/16/2018	\$ 400.00	FINANCIAL SVCS
BORGSTROM, ANDREW	12/28/2018	\$ 215.77	2018 Property Tax Refund
BOUCHER CADILLAC OF WAUKESHA	11/30/2018	\$ 75.00	PRK EQ REP UNIT 78
BOUCHER CADILLAC OF WAUKESHA	12/18/2018	\$ 1,185.88	Truck repair #81
BOUCHER CHEVROLET	10/31/2018	\$ 1,165.11	FD Bakes Tahoe
BOUCHER CHEVROLET	11/06/2018	\$ 88.51	FD Replace Door Applique
BOUNDTREE MEDICAL	11/19/2018	\$ 806.30	FD AMBO EMS SUPP
BOUNDTREE MEDICAL	11/12/2018	\$ 82.52	FD AMBO EMS SUPPLIES
BOUNDTREE MEDICAL	11/20/2018	\$ 664.00	FD EMA Supplies
BOUNDTREE MEDICAL	08/28/2018	\$ 305.19	FD EMS OP SUPP
BOUNDTREE MEDICAL	12/03/2018	\$ 386.01	FD EMS Supplies
BOUNDTREE MEDICAL	11/26/2018	\$ 179.27	FD EMS Supplies
BOUNDTREE MEDICAL	11/20/2018	\$ 187.71	FD EMS Supplies
BOYD, CRYSTAL L	12/28/2018	\$ 5.74	2018 Property Tax Refund
BRAUNSCHWEIG, WILLIAM	12/28/2018	\$ 21.04	2018 Property Tax Refund
BREDAN MECHANICAL SYSTEMS	12/07/2018	\$ 575.14	IT Highway Bolier Repair
BREDAN MECHANICAL SYSTEMS	12/07/2018	\$ 1,258.50	IT HVAC Semi Annual Maint
BREITBACH RASHID, PATTI	12/21/2018	\$ 280.00	PR Chair Yoga 3
Bremberger, Andrew & Lietzau, Lauren	12/28/2018	\$ 31.48	2018 Property Tax Refund
BROCK, JEFF & HEIDI	12/28/2018	\$ 132.89	2018 Property Tax Refund
BROWN, SETH	12/01/2018	\$ 125.00	2018 WORK BOOT REIMBURSEMENT
BRUCE EQUIPMENT	04/26/2018	\$ 55.60	STR EQ REPAIR LATCHES
BRUCE EQUIPMENT	04/02/2018	\$ (31.28)	SWM PART RETURN SIDEBROOM
BRUNER, THOMAS & CONNIE	12/28/2018	\$ 179.62	2018 Property Tax Refund
BULACAN, FREDERICK & CHRISTIE	12/28/2018	\$ 97.38	2018 Property Tax Refund
BUMPER TO BUMPER HARTLAND	12/04/2018	\$ 49.10	STR EQ MNT STOCK WTR BLADES
BUMPER TO BUMPER HARTLAND	11/28/2018	\$ 6.80	STR EQ REP 05 TAURUS FILTER
BUMPER TO BUMPER HARTLAND	01/03/2019	\$ 5.16	BS TBI Intake Clean
BUMPER TO BUMPER HARTLAND	01/03/2019	\$ 24.38	BS 22 Winter Blade
BURIAN, MARY	12/28/2018	\$ 2.87	2018 Property Tax Refund
CALDERON, NOEL & LAURA	12/28/2018	\$ 276.85	2018 Property Tax Refund
CAMPBELL, CAROLE & ALAN	12/28/2018	\$ 116.37	2018 Property Tax Refund
CARLIN HORTICULTURAL SUPPLIES	12/14/2018	\$ 1,027.82	Cover Multch new grade PSC
CARLSON, DENNIS & HEIDE	12/28/2018	\$ 125.71	2018 Property Tax Refund
CARLSON, MICHAEL & CYNTHIA	12/28/2018	\$ 455.46	2018 Property Tax Refund
CARLSON, RYAN T & SARAH R	12/28/2018	\$ 3,887.45	2018 Property Tax Refund
CARTRIDGE WORLD	11/19/2018	\$ 259.98	CRT PRINTER CARTRIDGES
CAVIN, JENNIFER	12/28/2018	\$ 17.55	2018 Property Tax Refund
CHANNING BETE COMPANY	11/19/2018	\$ 1,008.68	FD AHA MANUALS STATE FUND
CHECK, JOSEPH & HEATHER	12/28/2018	\$ 2,232.07	2018 Property Tax Refund
CINTAS CORP.	11/26/2018	\$ 57.63	FD BUILD MNT ST2 MATS
CINTAS CORP.	12/03/2018	\$ 112.06	FD Mats
CINTAS CORP.	12/03/2018	\$ 49.82	PRK FIRST AID KIT SVC
CINTAS CORP.	12/03/2018	\$ 110.08	STR FIRST AID KIT SVC

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Vendor Name	Document Date	Document Amount	Transaction Description
COLBERT, CHRISTINE	12/28/2018	\$ 16.19	2018 Property Tax Refund
COLBY CONSTRUCTION	12/31/2018	\$ 2,000.00	BS Erosion Bond Dep
COMMUNICATIONS ENGINEERING CO	11/29/2018	\$ 1,896.00	IT 2019 GENETEC SFTWR AGRMT
COMPASS MINERAL	11/15/2018	\$ 13,094.11	STR BULK SALT 187 TN
COMPASS MINERAL	11/14/2018	\$ 15,052.15	STR BULK SALT 215 TN
CONCENTRA, INC	11/20/2018	\$ 76.00	HR SAFETY HEP B
CONWAY SHIELD	12/18/2017	\$ 1,879.50	FD GLOBE GEAR
CORE & MAIN LP	11/29/2018	\$ 215.00	BREAKABLE KIT FLG
CORE & MAIN LP	11/28/2018	\$ 692.08	DRAIN PLUNGER/FLANGES
COREY OIL	11/28/2018	\$ 999.85	STR FUEL #2 ULS RD DSL 371G
COREY OIL	11/14/2018	\$ 1,285.03	STR FUEL #2 ULS RD DSL 450G
COREY OIL	10/17/2018	\$ 1,797.00	STR FUEL #2 ULS RD DSL 600G
COREY OIL	10/31/2018	\$ 1,749.00	STR FUEL #2 ULS RD DSL 600G
COREY OIL	10/03/2018	\$ 1,222.00	STR FUEL ULS RD DIESEL 400G
COREY OIL	11/28/2018	\$ 522.90	STR FUEL UNL REF GAS 252G
COREY OIL	10/03/2018	\$ 796.50	STR FUEL UNL REF GAS 300G
COREY OIL	11/14/2018	\$ 705.25	STR FUEL UNL REF GAS 310G
COREY OIL	10/31/2018	\$ 859.74	STR FUEL UNL REF GAS 350G
COREY OIL	10/17/2018	\$ 1,122.75	STR FUEL UNL REF GAS 450G
CRUM, KEITH & BIEL-CRUM, TINA	12/28/2018	\$ 120.18	2018 Property Tax Refund
CULLEN, MICHAEL & SHERRY	12/28/2018	\$ 113.91	2018 Property Tax Refund
DANMEIER, JACOB & JESSICA	12/28/2018	\$ 141.05	2018 Property Tax Refund
DENTICE, ALEX & TAMMY	12/28/2018	\$ 576.76	2018 Property Tax Refund
DEPT OF WORKFORCE DEVELOPMENT	12/05/2018	\$ 61.69	UI CHARGES 11/11-11/24
DEREMER, DAVID & ROBIN	12/28/2018	\$ 113.03	2018 Property Tax Refund
DIERINGER, ROBERT	12/28/2018	\$ 107.50	2018 Property Tax Refund
DIVERSIFIED BENEFIT SERVICES	12/05/2018	\$ 297.32	INS CONSULTANT HRA
DODGE, THOMAS & ROSEMARIE	12/28/2018	\$ 175.14	2018 Property Tax Refund
DOLLAK, DEBORAH	12/28/2018	\$ 361.44	2018 Property Tax Refund
DREWEK, DAVID	12/28/2018	\$ 125.65	2018 Property Tax Refund
DWYER, CHARLIE	12/11/2018	\$ 137.89	BLD MILEAGE REIMB NOV
DWYER, CHARLIE	12/31/2018	\$ 133.53	BS Mileage Reimb
EAGLE ENGRAVING	11/15/2018	\$ 813.60	FD COMMENDATION BARS
ELLIOTT ACE HARDWARE	11/27/2018	\$ 9.99	DAYLIGHT
ELLIOTT ACE HARDWARE	12/18/2018	\$ 16.99	Drawer Liner 2410
ELLIOTT ACE HARDWARE	11/27/2018	\$ 3.58	FD Velcro
ELLIOTT ACE HARDWARE	11/13/2018	\$ 17.40	IT OP SUPP - BOXES
ELLIOTT ACE HARDWARE	11/14/2018	\$ 4.59	MURIATC ACID
ELLIOTT ACE HARDWARE	11/15/2018	\$ 14.99	PIN PUNCH KIT
ELLIOTT ACE HARDWARE	11/12/2018	\$ 62.97	STR SIGN REPAIR HARDWARE
EMBELLISHMENTS	12/03/2018	\$ 72.96	FLEECE JACKETS
EMERGENCY LIGHTING & ELECTRONICS	11/20/2018	\$ 7,081.60	FD CONVERT 2802 TO 2810
ENB Company	12/03/2018	\$ 2,349.00	WD Refund Road Assesment
ENDL, BRADY R & JADILYN	12/28/2018	\$ 122.27	2018 Property Tax Refund
EQUAL RIGHT DIVISION	12/05/2018	\$ 15.00	REC WORK PERMITS NOV
EXIDE TECHNOLOGIES	10/31/2018	\$ 89.92	STR EQ REP BATTERY
FASTENAL	12/03/2018	\$ 87.55	WD XLNatPFL

ACCOUNTS PAYABLE FOR:	01/07/2019	2018 TOTAL:	\$ 662,531.81
Vendor Name	Document Date	Document Amount	Transaction Description
FERGUSON WATERWORKS	11/27/2018	\$ 118.00	MAIN VALVE PART
FERGUSON WATERWORKS	11/28/2018	\$ 1,266.00	VALVE SEAT RING/GASKET
FIELDS, BRUCE & MICHELLE	12/28/2018	\$ 104.81	2018 Property Tax Refund
FIRNROHR, MARY	12/11/2018	\$ 220.00	REC INSTRUCTOR TAI CHI
FOSTER, MICAH EL & LISA	12/28/2018	\$ 143.08	2018 Property Tax Refund
FOURNOGERAKIS, DENNIS	12/28/2018	\$ 112.59	2018 Property Tax Refund
FULMER, BRYAN & MINDA	12/28/2018	\$ 275.44	2018 Property Tax Refund
GALA, VISHAL & SHAH, TANVI	12/28/2018	\$ 14.04	2018 Property Tax Refund
GALEWSKI, GEORGE	12/28/2018	\$ 107.14	2018 Property Tax Refund
GENGLER, MICHAEL & KATHRYN	12/28/2018	\$ 117.58	2018 Property Tax Refund
GILLUND ENTERPRISES	11/30/2018	\$ 159.99	PRK EQ MNTNC GREASE
Glomski, Joseph & Lehman, James	12/28/2018	\$ 111.39	2018 Property Tax Refund
GRACE, AARON & REBEKAH	12/28/2018	\$ 2.35	2018 Property Tax Refund
GRAINGER	11/30/2018	\$ 212.41	BLOWER
GRAINGER	11/14/2018	\$ 15.72	FUSE
GRENZ SERVICE CO. LLC	12/04/2018	\$ 2,636.15	FD Rpr Lift St 2 vlve Actuator
GRIFFIN, JAMES	12/28/2018	\$ 142.93	2018 Property Tax Refund
GUNDRUM, PETER & BETH	12/28/2018	\$ 85.21	2018 Property Tax Refund
HACH COMPANY	11/30/2018	\$ 1,857.29	WATER SUPPLIES
HALEN HOMES	12/11/2018	\$ 2,000.00	BLD EROSION BOND REFUND
HALEN HOMES	12/11/2018	\$ 2,000.00	BLD EROSION BOND REFUND
HALLMAN, STEVEN & SUSAN	12/28/2018	\$ 135.48	2018 Property Tax Refund
HALPERT, CRAIG G	12/28/2018	\$ 568.83	2018 Property Tax Refund
HALQUIST STONE	10/22/2018	\$ 199.50	SWM DITCH MNTNC FILL
HANNA, MAJD & AJAMI, NOUR	12/28/2018	\$ 2.49	2018 Property Tax Refund
HANSON, PAUL & LINDA	12/28/2018	\$ 46.35	2018 Property Tax Refund
HARMA, BRUCE & JANET	12/28/2018	\$ 113.74	2018 Property Tax Refund
HART, ROBERT & JOAN	12/28/2018	\$ 131.10	2018 Property Tax Refund
HAWKINS, INC.	11/28/2018	\$ 1,012.38	AZONE 15/ SODIUM SILICATE
HAWKINS, INC.	12/10/2018	\$ 3,034.40	WD Salt
HAWKINS, INC.	12/11/2018	\$ 1,394.63	WD Salt
HEARTLAND BUSINESS SYSTEMS	12/03/2018	\$ 334.00	IT NETWORK MONITORING DEC
HEPPE, ANDREW	11/29/2018	\$ 125.00	STR SAFETY SHOE REIMB
HINE, NICOLE	12/28/2018	\$ 111.07	2018 Property Tax Refund
HOEFS, AGNEW REVOCABLE TRUST	12/28/2018	\$ 96.26	2018 Property Tax Refund
HOLZBAUER, KARISSA	12/28/2018	\$ 66.27	2018 Property Tax Refund
HONAKER, LAUREL	12/28/2018	\$ 13.43	2018 Property Tax Refund
HOSENFELD, JEFFREY & MELISSA	12/28/2018	\$ 166.67	2018 Property Tax Refund
HUMPHREY SERVICE PARTS, INC	11/14/2018	\$ 272.94	STR BATTERY & CORE
HUMPHREY SERVICE PARTS, INC	12/04/2018	\$ 1,445.20	STR EQ REP UNIT 19 BATTERIES
HUMPHREY SERVICE PARTS, INC	11/06/2018	\$ 18.78	STR EQUIP REPAIR PARTS
HYDRAULIC SOLUTIONS	11/12/2018	\$ 495.00	STR EQ REP HYDRAULIC MOTOR
HYDROCORP	11/30/2018	\$ 892.00	CROSS CONNECTION NOVEMBER 2018
IMEG CORP	11/12/2018	\$ 1,680.00	ENG BIENNIAL BRIDGE INSPECTION
IMEG CORP	11/12/2018	\$ 13,972.69	SWM OUTSIDE ENGINEERING
INNIS, JOANN	12/28/2018	\$ 490.26	2018 Property Tax Refund
IS OUTFITTERS	12/03/2018	\$ 93.75	IT VPN Consultation

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JAMES CRAIG BUILDERS	12/31/2018	\$ 500.00	bs Occupancy Bond Refund
JEHOWSKI, JACOB & MEGHAN	12/28/2018	\$ 101.97	2018 Property Tax Refund
JENSEN EQUIPMENT	11/21/2018	\$ 94.08	STR OP SUP PROPANE 21G
JENSEN EQUIPMENT	11/07/2018	\$ 98.56	STR OP SUPP PROPANE
JENSEN, DALE & TREPANIER, SUSAN	12/28/2018	\$ 140.50	2018 Property Tax Refund
JOERS, STACI	12/20/2018	\$ 414.00	Cooking Demo
JOHN'S DISPOSAL SERVICE	11/26/2018	\$ 48,775.75	GARBAGE & RECYCLING SVC
JONES, CORTINI	12/28/2018	\$ 8.39	2018 Property Tax Refund
JX TRUCK CENTER	11/20/2018	\$ 4.02	FD VEH REPAIR 2863 ADAPTER
JX TRUCK CENTER	11/14/2018	\$ 125.97	STR EQ REP PARTS UNIT 10
JX TRUCK CENTER	11/13/2018	\$ 69.97	STR EQ REP PARTS UNIT 19
JX TRUCK CENTER	11/20/2018	\$ 62.14	STR EQ REP PARTS UNIT 20
JX TRUCK CENTER	11/19/2018	\$ 35.96	STR EQ REP PARTS UNIT 7
KADERAVEK, ROBERT & CATHERINE	12/28/2018	\$ 69.72	2018 Property Tax Refund
KAEREK HOMES INC	12/11/2018	\$ 500.00	bld occ bond refund
KAESTNER AUTO ELECTRIC CO.	12/05/2018	\$ 122.85	PRK ELECTRICAL PARTS
KAESTNER AUTO ELECTRIC CO.	11/08/2018	\$ 39.75	STR RD SIGNS STAKES
KAESTNER AUTO ELECTRIC CO.	11/15/2018	\$ 795.00	STR RD SIGNS STAKES
KASKEY, MONICA	12/13/2018	\$ 20.00	PR Bus Driver Tip
KEELEY, ROBERT & CAROLYN	12/28/2018	\$ 99.96	2018 Property Tax Refund
Kettle Moraine Heating & A/C	11/30/2018	\$ 40.00	Shop HVAC Service
Kettle Moraine Heating & A/C	11/30/2018	\$ 549.75	Shop HVAC Service 2410
KIEPER, TED & BRENDA	12/28/2018	\$ 134.71	2018 Property Tax Refund
KING, MATTHEW	12/28/2018	\$ 23.20	2018 Property Tax Refund
KINGS WAY HOMES	12/26/2018	\$ 6,788.45	WD Pay Developer
KMB ELECTRIC	12/03/2018	\$ 500.00	CH 4 LED RETRO FIT AT ENTRY
KMB ELECTRIC	12/03/2018	\$ 500.43	IT WIRING NEW ELEC DISPLAYS
KNOKE, PETER & JENNIFER	12/28/2018	\$ 563.83	2018 Property Tax Refund
KOEPP, JOHN III	12/28/2018	\$ 203.55	2018 Property Tax Refund
KOHLER, DEBRA L	12/28/2018	\$ 145.80	2018 Property Tax Refund
KOLAFA, THOMAS & HELEN	12/28/2018	\$ 96.10	2018 Property Tax Refund
KOLARIK, TIMOTHY & BERNUS, VILMA	12/28/2018	\$ 114.64	2018 Property Tax Refund
KULAF, DEBORAH	12/28/2018	\$ 12.74	2018 Property Tax Refund
KWIK TRIP	12/12/2018	\$ 3,855.96	FD AMBO & ENGINE FUEL
LANGE ENTERPRISES, INC	11/15/2018	\$ 2,372.33	STR ROAD SIGNS & PARTS
LANGE ENTERPRISES, INC	11/30/2018	\$ 175.25	BS Office Supplies
LANGFORD, PHILLIP & KELLY	12/28/2018	\$ 398.57	2018 Property Tax Refund
LAPORTA, MICHAEL & CHARLENE	12/28/2018	\$ 2.76	2018 Property Tax Refund
LARSON, CHERRIE	12/28/2018	\$ 79.20	Optical Illusion
LARSON, CHERRIE	12/17/2018	\$ 460.80	PR HANDMADE HOLIDAY ARTS & GIFTS
LARSON, CHERRIE	12/27/2018	\$ 50.00	Through The Keyhole
LAUTERBACH, JEFFREY & KATIE	12/28/2018	\$ 186.38	2018 Property Tax Refund
LAWN BOYZ	12/03/2018	\$ 2,670.83	CEMETERY MNTHLY SVC
LEE RECREATION	12/20/2018	\$ 3,582.00	New Picnic Tb Spts Complex
LEHNEN, JOHN & EMILY	12/28/2018	\$ 1,086.64	2018 Property Tax Refund
LENSKE, TERI	12/28/2018	\$ 111.39	2018 Property Tax Refund
LOVE, ERIK & BURTON DIANN	12/28/2018	\$ 107.13	2018 Property Tax Refund

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LUDWIG, KRISTINE	12/28/2018	\$ 4.56	2018 Property Tax Refund
MARK P POWERS	12/11/2018	\$ 1,200.00	CRT TEMP SVCS PAYMENT
MARLIN, KATHARINE	12/28/2018	\$ 12.46	2018 Property Tax Refund
MASTERGRAPHICS	11/29/2018	\$ 157.00	ENG/SWM PLOTTER INK
MAYER REPAIR	11/09/2018	\$ 2,289.55	FD VEH REPAIR 2861 CAB, STEP
MAYHEW, BARRY & AMY	12/28/2018	\$ 128.47	2018 Property Tax Refund
MCGILL, MICHAEL & JENIFER	12/28/2018	\$ 135.44	2018 Property Tax Refund
McGroarty, Diane L	12/28/2018	\$ 19.04	2018 Property Tax Refund
MENARDS	11/15/2018	\$ 19.74	CH ELEC DISP HRDWR TO HANG
MENARDS	11/30/2018	\$ 15.00	CH LIGHT BULB EXCHANGE
MENARDS	11/12/2018	\$ 13.94	FD OP SUPP BATTERIES
MENARDS	11/08/2018	\$ 49.27	FD TRAINING
MENARDS	12/17/2018	\$ 59.98	LED Lights
MENARDS	11/06/2018	\$ 10.99	O RING ASSORTMENT
MENARDS	12/06/2018	\$ 18.75	PRK BLDG MNTNC
MENARDS	12/05/2018	\$ 120.31	PRK BLDG REP SHOP PARTS
MENARDS	12/06/2018	\$ 81.98	PRK BLDG REP SHOP PARTS
MENARDS	12/11/2018	\$ 51.94	PRK GRNDS MNTNC
MENARDS	11/26/2018	\$ 40.64	PRK QUICK LINK BUNJEE
MENARDS	12/03/2018	\$ 89.98	PRK SHOP VAC
MENARDS	12/18/2018	\$ 100.52	Shop Supplies
MENARDS	11/21/2018	\$ 40.09	SILICONE/GLOVES/ELECTRICAL TAP
MENARDS	11/27/2018	\$ 9.88	SIMPLE GREEN CLEANER
MENARDS	11/08/2018	\$ 188.00	STR DRIVEWAY MARKERS
MENARDS	11/21/2018	\$ 95.98	STR OP SUP LP GAS
MENARDS	11/21/2018	\$ 47.00	STR RD MARKERS DRIVEWAY
MENARDS	11/20/2018	\$ 96.97	STR ROAD MARKERS DRIVEWAYS
MENARDS	11/27/2018	\$ 26.74	TOWEL/SOAP
MENARDS	11/01/2018	\$ 2.89	VINYL TUBING
MERBETH, SCOTT & DENISE	12/28/2018	\$ 28.59	2018 Property Tax Refund
Mierow, Michael & Schmitt, Kelsey	12/28/2018	\$ 146.14	2018 Property Tax Refund
MILLER, JOHN & CAROLINE	12/28/2018	\$ 96.07	2018 Property Tax Refund
MILLER-BRADFORD & RISBERG, INC	11/15/2018	\$ 332.60	STR EQ REP UNIT 5 CONDENSER
MILLER-BRADFORD & RISBERG, INC	11/13/2018	\$ 294.00	STR EQ REP UNIT 5 RADIATOR
MONDAY, TIMOTHY & MARY A	12/28/2018	\$ 311.40	2018 Property Tax Refund
MUCCIO, SALVATORE & ROSEMARY	12/28/2018	\$ 7.90	2018 Property Tax Refund
MUELLER, DAVID & ELLEN	12/28/2018	\$ 451.04	2018 Property Tax Refund
MUNSON, ERIK & KIMBER	12/28/2018	\$ 193.62	2018 Property Tax Refund
NAPA	11/30/2018	\$ 79.80	FD OP SUPP - OIL DRY
NAPA	11/28/2018	\$ 8.52	FD VEH MNTNC BXD MINIS
NAPA	11/13/2018	\$ 67.55	STR OP SUPPLIES PARTS
NATIONWIDE RETIREMENT SOLUTIONS	12/04/2018	\$ 1,875.09	DEFERRED COMP
NATIONWIDE RETIREMENT SOLUTIONS	12/19/2018	\$ 1,490.09	DEFERRED COMP
NEBEL, MARK & LISA	12/28/2018	\$ 143.22	2018 Property Tax Refund
NIESE, VALERIE	12/28/2018	\$ 796.62	2018 Property Tax Refund
NIMMER, MARK & PATRICIA	12/28/2018	\$ 324.02	2018 Property Tax Refund
NORTHERN LAKE SERVICE, INC	11/29/2018	\$ 40.00	DRINKING WATER

ACCOUNTS PAYABLE FOR:	01/07/2019	2018 TOTAL:	\$ 662,531.81
Vendor Name	Document Date	Document Amount	Transaction Description
NORTHERN LAKE SERVICE, INC	11/29/2018	\$ 20.00	INVESTIGATION
NORTHERN LAKE SERVICE, INC	11/29/2018	\$ 20.00	INVESTIGATION BACTERIA
NORTHERN LAKE SERVICE, INC	11/29/2018	\$ 20.00	INVESTIGATION BACTERIA SAMPLES
NORTHERN LAKE SERVICE, INC	11/29/2018	\$ 20.00	INVESTIGATION RAW WATER
NORTHERN LAKE SERVICE, INC	11/29/2018	\$ 20.00	NEW CONSTRUCTION
NORTHERN LAKE SERVICE, INC	11/29/2018	\$ 80.00	NOVEMBER BACTERIA SAMPLES
NORTHERN LAKE SERVICE, INC	11/29/2018	\$ 60.00	NOVEMBER BACTERIA SAMPLES
NORTHERN LAKE SERVICE, INC	11/29/2018	\$ 80.00	NOVEMBER BACTERIA SAMPLES
NORTHERN LAKE SERVICE, INC	11/29/2018	\$ 60.00	NOVEMBER BACTERIA SAMPLES
NYSSE, BENJAMIN R & TERRI L	12/28/2018	\$ 141.79	2018 Property Tax Refund
O'BRIEN, SUSAN	12/28/2018	\$ 7.11	2018 Property Tax Refund
OFFICE COPYING EQUIPMENT, LTD	11/30/2018	\$ 455.89	CT COPIER NOV SVC CONTR
OFFICE COPYING EQUIPMENT, LTD	11/30/2018	\$ 4.07	CT SCAN COPIER NOV SVC CONTR
OFFICE COPYING EQUIPMENT, LTD	11/30/2018	\$ 120.09	METERED COPIES
OFFICE COPYING EQUIPMENT, LTD	11/30/2018	\$ 136.14	PR Office Copier
OFFICE DEPOT	11/30/2018	\$ 6.99	ASR OP SUPPLIES
OFFICE DEPOT	11/29/2018	\$ 23.74	BADGE HOLDER
OFFICE DEPOT	11/27/2018	\$ 183.06	CH COPY PAPER
OFFICE DEPOT	11/27/2018	\$ 329.29	CH JANITORIAL SUPPLIES
OFFICE DEPOT	12/03/2018	\$ 18.19	CT OFFICE SUPPLIES STAPLER
OFFICE DEPOT	11/29/2018	\$ 221.77	PAPER, TISSUE
OFFICE DEPOT	11/16/2018	\$ 127.36	PLANNER, DESKPADS
OFFICE DEPOT	11/29/2018	\$ 5.03	TISSUES
OFFICE DEPOT	12/31/2018	\$ 9.53	Office Supplies
OFFICE DEPOT	12/31/2018	\$ 37.56	BS Office Supplies
OFFICE DEPOT	12/01/2018	\$ 31.99	BS Paper
OFFICE DEPOT	12/24/2018	\$ 5.39	BS Office Supplis
OFFICE DEPOT	12/05/2018	\$ 225.53	WD Office Supplies
ONE CALL NOW	12/06/2018	\$ 439.88	STR 2019 RENEWAL BASIC PLAN
OPIE, PETER & JILL	12/28/2018	\$ 119.31	2018 Property Tax Refund
PARKING LOT MAINTENANCE	11/29/2018	\$ 14,500.00	PSC ACCESS DRIVE
PASKIEWICA, KEVIN & CHRISTENSON, MILISSA	12/28/2018	\$ 731.29	2018 Property Tax Refund
PEAK SOFTWARE SYSTEMS, INC	12/14/2018	\$ 1,556.54	Softwr Maint Sportsman
PEARSON, MICHAEL	12/28/2018	\$ 3.08	2018 Property Tax Refund
PELZEL, JEFFREY & PATRICIA	12/28/2018	\$ 125.74	2018 Property Tax Refund
PETTY CASH	11/29/2018	\$ 500.00	PETTY CASH- TAX COLLECTION
PEWAUKEE SUNDER FIELDS	12/04/2018	\$ 9,000.00	CASH DEPOSIT RETURN
PEWAUKEE, VILLAGE OF	12/04/2018	\$ 65,409.91	DECEMBER LIBRARY
PEWAUKEE, VILLAGE OF	12/11/2018	\$ 25,077.73	FD EMS COLLECTIONS NOV
PEWAUKEE, VILLAGE OF	12/07/2018	\$ 3,379.10	P/R NOV INCOME SPLIT
POMP'S TIRE SERVICE, INC.	11/01/2018	\$ 451.12	EQ REP STR TIRES UNIT 25
POMP'S TIRE SERVICE, INC.	11/05/2018	\$ 1,687.00	SWM EQ REP TIRES UNIT 202
PREMIUM WATERS, INC	11/19/2018	\$ 36.75	STR OP SUP WATER SVC
PREMIUM WATERS, INC	12/19/2018	\$ 28.50	Water
PREMIUM WATERS, INC	12/10/2018	\$ 20.25	PR Water
QUAM, STEVEN & QUAM, TERESA	12/28/2018	\$ 179.89	2018 Property Tax Refund
R.A. SMITH & ASSOC., INC.	12/31/2018	\$ 1,030.89	EG Project Admin

ACCOUNTS PAYABLE FOR:	01/07/2019	2018 TOTAL:	\$ 662,531.81
Vendor Name	Document Date	Document Amount	Transaction Description
REACH	11/08/2018	\$ 1,643.80	IT Electronic Displays
REEVES, LORAN & CHERYL	12/28/2018	\$ 134.21	2018 Property Tax Refund
REIKOWSKI, JOEL & NICOLE	12/28/2018	\$ 27.64	2018 Property Tax Refund
REINDERS, JOHN & KATHY	12/28/2018	\$ 136.30	2018 Property Tax Refund
REINKE, THOMAS & PEIHUA	12/28/2018	\$ 85.60	2018 Property Tax Refund
REMMERS, ALEX & ANN	12/28/2018	\$ 58.36	2018 Property Tax Refund
RICE, SHANNON	12/28/2018	\$ 8.36	2018 Property Tax Refund
ROMENS, RANDY	12/11/2018	\$ 178.76	BLD MILEAGE REIMB APPLETON
ROMENS, RANDY	12/31/2018	\$ 156.42	BS Mileage Reimb
ROPERO, RICARDO NAVARRO	12/28/2018	\$ 250.33	2018 Property Tax Refund
RUANE, MICHAEL V	12/28/2018	\$ 118.66	2018 Property Tax Refund
RUEKERT & MIELKE, INC.	11/28/2018	\$ 2,595.60	CH ELEVATED TANK DEMOLITION
RUEKERT & MIELKE, INC.	11/28/2018	\$ 342.75	SCADA SERVICE WORK
RUEKERT & MIELKE, INC.	12/13/2016	\$ 773.04	VICTORIA STATION PH4
RUEKERT & MIELKE, INC.	07/25/2016	\$ 1,554.38	VICTORIA STATION PH4
RUEKERT & MIELKE, INC.	07/10/2015	\$ 2,578.38	VICTORIA STATION PH4
RUEKERT & MIELKE, INC.	11/28/2018	\$ 12,374.71	WELL 1 RADIUM REMEDIATION
RYAN, JASON & TRACY	12/28/2018	\$ 115.18	2018 Property Tax Refund
RZAD, RANDALL	12/28/2018	\$ 138.74	2018 Property Tax Refund
SADOWSKI, TODD & BRIDGET	12/28/2018	\$ 76.86	2018 Property Tax Refund
SAFEBUILT	12/31/2018	\$ 2,342.50	BS Inspection
SAFELITE AUTOGLASS	11/08/2018	\$ 437.97	STR EQ REP WINDOW UNIT 10
SAFETY-KLEEN CORP	11/27/2018	\$ 26.52	REC OP SUPPLIES-REMOVAL
SAFETY-KLEEN CORP	11/27/2018	\$ 200.00	STR PARTS WASHER SERVICE
SCHNEIDER, TERRY A	12/28/2018	\$ 5.78	2018 Property Tax Refund
SCHOENMANN, JEFFREY & SANDRA	12/28/2018	\$ 197.87	2018 Property Tax Refund
SCHOLTKA, JENNIFER	12/01/2018	\$ 300.00	Zumba Gold Ton #3
SCHOOL DISTRICT MENOMONEE FALLS	12/13/2018	\$ 504.00	PR Trip to Marriott Theatre
SCHRANDT, JUSTIN & STEPHANIE	12/28/2018	\$ 1,258.51	2018 Property Tax Refund
SCHWENGEL, DUSTIN	12/28/2018	\$ 16.45	2018 Property Tax Refund
SHAWNS DEER PICK UP	11/01/2018	\$ 312.00	STR OP SUP 6 DEER REMOVAL
SHERWIN INDUSTRIES	11/21/2018	\$ 919.92	STR RD REP MANHOLE RINGS
SLATER, STEVEN	12/28/2018	\$ 145.43	2018 Property Tax Refund
SOERENS FORD	11/07/2018	\$ 1,210.38	STR EQ REP & MNTNC UNIT 1
SOERENS FORD	12/07/2018	\$ 43.84	BS Horn Ady
SOFT WATER, INC.	12/20/2018	\$ 45.00	FD Solar Salt
SOFT WATER, INC.	11/30/2018	\$ 22.50	FD Solar Salt
SPEARO, PHILLIP & RACHEL	12/28/2018	\$ 141.43	2018 Property Tax Refund
Spencer, Billy & Quinn, Keana	12/28/2019	\$ 145.05	2018 Property Tax Refund
STAAB CONSTRUCTION CORP	11/23/2018	\$ 190,699.03	WELL #1 RADIUM FILTRATION
STATE OF WI- DSPS	11/20/2018	\$ 300.00	PERMIT TO OPERATE
STATHAS, ANDREA L	12/28/2019	\$ 146.62	2018 Property Tax Refund
STONE, EARL W - IRR TR	12/28/2019	\$ 147.28	2018 Property Tax Refund
STRUTTMANN, JEREMY & HEATHER	12/28/2019	\$ 190.08	2018 Property Tax Refund
SUPERIOR CHEMICAL CORP	10/17/2018	\$ 173.28	FD Seko Neat Gun
TARGET SOLUTIONS LEARNING	11/30/2018	\$ 4,171.52	HR 2019 TRAINING
Taylor, Christine	12/28/2019	\$ 264.85	2018 Property Tax Refund

ACCOUNTS PAYABLE FOR:	01/07/2019	2018 TOTAL:	\$ 662,531.81
Vendor Name	Document Date	Document Amount	Transaction Description
TD AMERITRADE TRUST COMPANY	12/04/2018	\$ 50.00	LOAN REPAYMENT
TD AMERITRADE TRUST COMPANY	12/19/2018	\$ 50.00	LOAN REPAYMENT
THOMAS, PAUL & KATHLEEN	12/28/2019	\$ 4.21	2018 Property Tax Refund
TIM O'BRIEN HOMES	12/11/2018	\$ 2,000.00	BLD EROSION BOND REFUND
TIM O'BRIEN HOMES	12/11/2018	\$ 2,000.00	BLD EROSION BOND REFUND
TIRES PLUS	12/06/2018	\$ 29.98	FD Frt Tire Repair
TRI-COUNTY WATERWORKS ASSOCIATION	12/11/2018	\$ 40.00	CHRISTMAS MEETING 12/13
TTP ACADEMY	12/01/2018	\$ 141.00	PR Dance for Fun
TUMKUR, MADHUSUDAN	12/28/2019	\$ 21.83	2018 Property Tax Refund
U.S. UPFITTERS	12/20/2018	\$ 4,272.20	Lift Gate
US CELLULAR	12/02/2018	\$ 155.05	PR Parks Cell phone
UTZ, CHRISTOPHER	12/28/2019	\$ 710.56	2018 Property Tax Refund
VAN DER KOOY, JOSEPH & ERIN	12/28/2019	\$ 107.57	2018 Property Tax Refund
VERIZON	12/01/2018	\$ 211.96	CELL SERVICE
VERIZON	11/12/2018	\$ 265.55	FD ADMIN AIR CARDS
VERIZON	11/12/2018	\$ 32.34	FD ADMIN PHONES
VERIZON	11/23/2018	\$ 22.14	FD Cellphone
VISU-SEWER	11/30/2018	\$ 2,720.00	MULTI LIFT STATION CLEANINGS
WALLER, BENJAMIN & DENISE REVOC	12/28/2019	\$ 120.71	2018 Property Tax Refund
WAMSER, JEROME & FRISSELL-WAMSER, DENISE M	12/28/2019	\$ 271.82	2018 Property Tax Refund
WATER REMEDIATION TECH., LL	12/01/2018	\$ 3,395.41	BASE TREATMENT CHARGE
WAUKESHA CO TECHNICAL COLLEGE	11/26/2018	\$ 205.00	FD Cert Testing
WAUKESHA COUNTY TREASURER	12/10/2018	\$ 2,100.00	GIS ANNUAL HOSTING & UPDATES
WAUKESHA COUNTY TREASURER	12/19/2018	\$ 550.00	Learn To Skate NAGA
WAUKESHA PROFESSIONAL FIREFIGHTERS ASSOC	12/04/2018	\$ 1,703.87	DECEMBER UNION DUES
WAUKESHA WATER UTILITY	11/30/2018	\$ 475.73	2018 TAX ROLL-WATER
WE ENERGIES	11/30/2018	\$ 81.64	PRK HEAT - SPORTS COMPLEX
WE ENERGIES	11/16/2018	\$ 17.74	PRK VLG PARK FLAG LIGHT
WE ENERGIES	11/28/2018	\$ 1,575.71	PR Gas & Elect
WEBER'S FLOORING & MORE LLC	12/03/2018	\$ 85.00	CH CARPET INSTALL/REPAIR IN HR
WEIDEMEIER, MATTHEW & MICHELLE	12/28/2019	\$ 92.44	2018 Property Tax Refund
WEINER, DEBRA L	12/28/2019	\$ 114.30	2018 Property Tax Refund
WEISFLOG, CLARENCE & NICOLE	12/28/2019	\$ 46.07	2018 Property Tax Refund
WELLSPRING CONSTRUCTION GROUP	12/18/2018	\$ 15,611.00	PSC Build Construction Mgr
WESTERMAN JAMES & MARIEKE	12/28/2019	\$ 71.41	2018 Property Tax Refund
WETTSTEIN, STEVEN & HEIDI	12/28/2019	\$ 8.86	2018 Property Tax Refund
WHALEN, THOMAS & JO LYNNE	12/28/2019	\$ 112.90	2018 Property Tax Refund
WI COACH LINES, INC.	12/08/2018	\$ 945.00	Chicago Shop Trp Bus
WI DEPT OF JUSTICE-RECORDS CHECK	11/30/2018	\$ 10.00	FD PRE-EMP EXAMS
WI DEPT OF REVENUE	12/04/2018	\$ 20.00	ASR 2 2019 CERT-SIEBERS
WI DEPT OF REVENUE	12/04/2018	\$ 20.00	ASR 3 2019 CERT-SIEBERS
WI LEGAL BLANK CO., INC.	11/28/2018	\$ 309.00	CT WINDOW ENVELOPES
WI LEGAL BLANK CO., INC.	12/31/2018	\$ 147.00	BS Green Approval Stickers
WICHT, DIANNE	12/28/2019	\$ 146.19	2018 Property Tax Refund
WILLIAMSON, DAVID & SARAH	12/28/2019	\$ 99.45	2018 Property Tax Refund
YARESH, KATHLEEN	12/28/2019	\$ 96.96	2018 Property Tax Refund
ZENIECKI, DENNIS	12/28/2019	\$ 14.04	2018 Property Tax Refund

ACCOUNTS PAYABLE FOR:	01/07/2019	2018 TOTAL:	\$ 662,531.81
Vendor Name	Document Date	Document Amount	Transaction Description
ZIETARA- NOWAKOWSKI, NINA	12/17/2018	\$ 133.88	ELECTRION PAYROL 11/06/18

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.2.**

DATE: January 7, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Bartender License

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Bartenders

<u>Individual Name</u>	<u>Establishment Name</u>	<u>Type</u>
Basterash, Melinda A.	Andrea's Red Rooster	New
Duane, Pamela J.	Boomers	New
Quaas, Alexis S.	Machine Shed	New

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.3.**

DATE: January 7, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approve **Resolution 18-12-34** Establishing the City's 2019 Fee Schedule

BACKGROUND:

Thanks to Nick Fuchs for Reformatting the Resolution!

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

18.12.34 Fee Schedule

STATE OF WISCONSIN

CITY OF PEWAUKEE

WAUKESHA COUNTY

RESOLUTION 18-12-34

**A RESOLUTION TO ESTABLISH A PERMIT FEE SCHEDULE FOR 2019
FOR THE CITY OF PEWAUKEE
PURSUANT TO SECTIONS 62 AND 236 OF WISCONSIN STATUTES**

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. 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, 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 Common Council wishes to create for the benefit of property owners and citizens, by this resolution, a full schedule of fees, cash bonds, and letters of credit related to the aforementioned activities that will be reviewed on an annual basis.

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

I. ADMINISTRATIVE PERMITS AND FEES

A. HOTEL, ENTERTAINMENT AND ALCOHOLIC BEVERAGE LICENSES	
1. Hotel license (§11.04)	No Charge
2. Class A Beer license (§11.01)	\$100.00 / year or fraction thereof
3. Class A Liquor license (§11.01)	\$500.00 / year or fraction thereof
4. Class B Beer license (§11.01)	\$100.00 / year or fraction thereof
5. Class B Liquor license (§11.01)	\$500.00 / year or fraction thereof
6. Class C Wine license (§11.01)	\$100.00 / year or fraction thereof
7. Temporary Class B license (§11.01)	\$10.00
8. Partial Year Licensing fee (§11.01)	\$25.00 / year Minimum
9. Reserve Alcohol Beverage Sales license (§11.01)	\$10,000.00 (one-time fee)
10. Petition for Appeal of Suspension/Revocation of Operators license (§11.01)	\$100.00
11. Change of Agent (§11.01)	\$10.00
12. Publication Fee (§11.01)	\$30.00 Actual cost (to be billed)
13. Original Bartenders license (§11.01)	\$30.00 / year
14. Renewal of Bartenders license (§11.01)	\$25.00 / year
15. Provisional Bartenders license (§11.01)	\$10.00 / year
16. Temporary Bartenders license (§11.01)	\$10.00 / year
17. Replacement Bartender license (§11.01)	\$5.00
18. Outdoor Entertainment (§11.02)	\$30.00 / year
19. Cigarette license (§11.13)	\$100.00 / year
20. Amusement Device license (§11.03)	\$10.00 / device/year
21. License for Adult-Oriented Establishment (§11.12)	\$500.00 / year
22. Background Investigation Fee for Establishment (§11.12)	\$75.00 / year

23. Name Change Fee for Adult-Oriented Establishment (§11.12)	\$500.00 / year
24. License for Employees of Adult-Oriented Establishment (§11.12)	\$50.00 / year
25. Background Investigation Fee for Employee License (§11.12)	\$60.00 / year
26. Escort or Escort Service License (§11.10)	
➤ Initial	\$250.00 / year
➤ Renewal	\$250.00 / year
➤ Late Renewal Penalty (in addition to renewal fee)	\$100.00 / year
<u>B. DOG LICENSES</u>	
1. Dog license (§11.05)	
➤ Spayed/Neutered	\$12.00 / year
➤ Not spayed/neutered	\$17.00 / year
2. Late Payment penalty (§11.05)	\$5.00 April 1 st or Later
3. Commercial Kennel license (3 or more dogs) (§11.05)	\$45.00 / year after Plan Commission Approval
4. Hobby Kennel license (4 or more dogs) (§11.05)	\$35.00 / year after Plan Commission Approval
5. Replacement Tag	\$1.00 each
<u>C. OTHER ADMINISTRATIVE LICENSES/FEES</u>	
1. Peddler License Application (§11.06)	\$10.00 investigation fee
	\$20.00 / per day; \$100.00 / per week
	\$250.00 / per month; \$1,000 per year
2. Special Event Permit (<i>Required if more than 150 people</i>) (§11.07)	
➤ Class I Event*	\$300.00 / per day
➤ Class II Event	\$150.00 / per day
➤ Electrical Inspection	\$60.00 / per inspection
➤ EMS Service (ambulance on site)	\$250.00 / per hour
➤ Barricades	
o Up to 6 barricades	\$35.00
o Over 6 barricades	\$70.00
➤ Fireworks Permit (§6.13)	No Charge, State & Local Permit Required
➤ Garbage Cans (55 gallon)	\$5.00 per garbage can
➤ Park Rental Permit	To Be Determined by Joint Park/Rec Board
➤ Pre-event Safety Inspection	\$75.00 per hour
➤ Security Deposit	\$200.00 per day, additional if using a park facility
➤ Temporary Bartender License	\$10.00
➤ Temporary Class B (Picnic) Beer & Wine Licenses	\$10.00
➤ Tent Inspection	\$31.65 if under 2500 sq. ft.; per tent / per inspection
➤ Fee for Filing of Application less than 90 days from date of event / Failure to File Application Non-Residential	\$500.00 plus permit costs
<i>*With regard to Class I events that are held over a period in excess of five days, the Common Council may limit the total assessment of the daily fee to five days upon a showing that the impact on City services justifies the reduction</i>	

3. Copy Charge	
➤ Photocopy	
o Less than 11" x 17"	.10¢ per page plus tax
o 11" x 17"	.25¢ per page plus tax
o Larger than 11" x 17"	\$5.00 per page plus tax
➤ CD	\$10.00 minimum per disk/CD plus staff time (No outside media will be accepted)
4. NSF or Overdraft charge	\$29.00
5. Burning permit (§4.16)	No Charge
6. Fireworks permit (§6.13)	No Charge
7. Maps - Zoning, School District, Aldermanic District	\$10.00 each
8. Street Atlas Map	\$1.00 each
9. Special Assessment Letter (Completion in 3 to 5 business days)	\$50.00 (split 50/50 with Water/Sewer)
10. Charges/Fees for Pilgrim's Rest Cemetery (§20)	
➤ Grave Site	
o Resident	\$400.00* plus \$500 / site opening/closing charge
o Non-resident	\$600.00* plus \$500 / site opening/closing charge
➤ Crematory Niche (includes bronze plaque)	
o Resident	\$710.00* plus \$125 / site opening/closing charge
o Non-resident	\$810.00* plus \$125 / site opening/closing charge
➤ Opening/Closing on weekends & City-recognized holidays or any time outside normal business hours	\$500.00 / Site Additional Charge
<i>Two-thirds (2/3) of the fee for every full size site sale shall be allocated to the perpetual care fund. One-half (1/2) of the fee for every columbarium site sale is allocated to the perpetual care fund.</i>	
<i>* - Includes Perpetual Care.</i>	
11. Special Meeting with Common Council	\$500.00

II. BUILDING/CONSTRUCTION/DEVELOPMENT FEES AND CHARGES

Re-Inspection Fee for Inspections that are scheduled but not ready for inspection and require return inspection(s)	\$75.00 / inspection
A. RESIDENTIAL BUILDING PERMITS/FEES - (Chapter 14 and Chapter 17)	
1. Minimum Permit Fee for All Permits & Inspections	\$60.00
2. State Seal	\$43.00
3. New Residential Building & Additions	
➤ Finished Areas & Garages	Base/Plan Review Fee \$275.00 plus .35¢ / sq. ft. / floor
➤ Unfinished areas – attached decks, porches, basement, crawl spaces.	Base Fee \$275.00 plus .25¢ /sq. ft. / floor
4. Detached Accessory Buildings or structures	Base Fee 120.00 plus .25¢ / sq. ft. / floor

6. Remodel and Alteration to Residential Buildings	Base Fee \$150.00 plus .30¢ / sq. ft.
7. Early Start	\$150.00
8. Occupancy Certification unit for new residential building & additions	\$ 60.00
9. Erosion Control (Sites of less than 1.0 acres and a storm water management plan is not required)	.05¢ / square foot of all estimated disturbed land surface – Minimum \$50.00, maximum \$2,000.00
10. Impact Fee – Also Zoning Ordinance §17.0302	
➤ Impact Fee to be used for Parks, Playgrounds and Athletic fields:	
o Residential buildings:	\$1041.00 / dwelling unit TBD
➤ Impact Fee to be used for Fire and Rescue facilities:	
o Non-residential buildings:	.12¢ / square foot
o Residential buildings:	\$337.00 / dwelling unit TBD
➤ Impact Fee to be used for Hike/Bike Trails:	
o Non-residential buildings:	.05¢ / square foot
o Residential buildings:	\$134.00 / dwelling unit TBD
11. Garbage Collection/Recycling Rate (§6.145)	\$139.00 per unit for applicable properties
➤ Up-the-Drive Service – Additional Subscription Rate (Residents can apply for Special Hardship if Handicapped or Disabled)	\$21.38 / per month
B. NON-RESIDENTIAL BUILDING PERMITS - (Chapter 14 & 17)	
1. Minimum Permit Fee for All Permits & Inspections	\$100.00
2. New Buildings/Additions	
➤ Unfinished Areas/Warehouse Areas, Shells	Base/Plan Review Fee \$400.00 plus .25¢ / sq. ft. / floor
➤ Finished Areas, Office, Retail, etc.	Base/Plan Review Fee \$400.00 plus .35¢ / sq. ft.
3. Remodel/Alterations/Build-outs	Base/ Plan Review Fee \$250.00 plus .30¢ / sq. ft.
4. Detached Accessory Building and/or Structures	Base/ Plan Review Fee \$200.00 plus .25¢ / sq. ft. / floor
5. Agricultural Buildings and Additions	.25¢ / square foot minimum \$100.00 per item B.1.
6. Early Start	\$300.00
7. Occupancy Certification	\$100.00 for whole building
8. Erosion Control (Sites of less than 1.0 acres and a storm water management plan is not required)	.05¢ / square foot of all estimated a storm water management plan is not required) disturbed land surface minimum \$75.00 – maximum \$2,000.00
C. PLUMBING PERMITS – (Chapter 14)	
Minimum Permit Fee All Permits	\$60.00 / inspection
1. GENERAL	

➤ 1&2 Family New Building Base Fee	\$125.00 each
➤ 1&2 Family Addition Base Fee	\$75.00 each
➤ 1&2 Family Alteration Base Fee	\$50.00 each
➤ 3or More family Residential Building New/Additions Base Fee	\$150.00 plus \$5.00 per unit
➤ Non-Residential/Commercial Building New Or Addition Base Fee	\$250.00 each
➤ Non-Residential/Commercial Building Alteration Base Fee	\$125.00 each
2. WATER SYSTEM	
➤ Water Service Lateral	\$60.00 / inspection
➤ Back Flow Device – Fire, R.P. Valves, etc.	\$60.00 / inspection
➤ Water Distribution System (domestic)	\$60.00 / inspection
3. SANITARY SYSTEM	
➤ Sanitary Sewer Lateral	\$60.00 / inspection
➤ Sanitary Building Drain Underground - Interior	\$60.00 / inspection
➤ Sanitary Drain & Vent System - Interior	\$60.00 / inspection
4. STORM SEWER SYSTEM	
➤ Storm Sewer Lateral	\$60.00 / inspection
➤ Sewer Drain System – Interior	\$60.00 / inspection
5. PLUMBING FIXTURES	
➤ All plumbing fixtures including, but not limited to, faucets, lavatories, toilets, tubs, AAV's, dishwashers, hose bibs, etc.	\$12.00 / fixture
6. MISCELLANEOUS PLUMBING	
➤ Gas Piping Inspections	\$60.00 / inspection
➤ Private Well Inspection – Inspection or Abandonment	\$60.00 / inspection
➤ Fire Suppression – Check Valves	\$60.00 / inspection
D. ELECTRICAL PERMITS – (Chapter 14)	
1. GENERAL	
➤ Minimum Permit Fee All Permits	\$60.00 minimum / inspection
➤ All Building Types – New Buildings & Additions	\$100.00 base fee plus .07¢ / square foot / floor not including electric service
➤ Alterations - Residential	Residential \$120.00 base fee
➤ Alterations - Commercial	Commercial \$50.00 base fee plus .07¢ per sq. ft.
➤ Services & Feeders	\$75.00 first 200 amps, \$10.00 per 100 amps above 200 amps
➤ Low Voltage-Multi-Family & Non- Residential Buildings	\$50.00 plus .01¢ / square foot
E. HEATING, VENTILATION AND AIR CONDITIONING (HVAC) PERMITS (Chapter 14)	
1. GENERAL	
➤ Minimum Permit Fee All Permits	\$60.00 / inspection
➤ Commercial Buildings - New Buildings, Additions & Alterations	\$50.00 base fee plus .05¢ / square foot / floor
➤ Residential Buildings – New Buildings and Additions	\$50.00 base fee plus .05¢ / square foot / floor
➤ Residential Buildings – Alterations	\$60.00 / inspection
➤ New Furnace unit, additions or replacements	\$60.00 / unit
➤ New A/C unit, additions or replacements	\$60.00 / unit

➤ Fireplaces, Wood burning Appliances	\$60.00 each
➤ Commercial Exhaust Units	\$150.00 first unit, \$ 25.00 each additional unit
➤ Commercial Application / Review – New or additions to commercial buildings	\$75.00
F. CONSTRUCTION SITE EROSION CONTROL PERMITS - (Chapter 19)	
1. GENERAL	
➤ For sites less than 1.0 acre of disturbance or 15 or less cubic yards of fill or excavation, a storm water management plan or permit is not required.	See sections II.A. and II.B. of this resolution.
➤ For sites disturbing more than 1.0 acres or more than 15 cubic yards of fill, or requiring a Notice of Intent (NOI), or requiring a storm water management plan.	\$50.00 base fee plus a fee equal to the actual cost to the City for all work incurred in connection with the review of the submittal or as otherwise specified in a developers agreement
2. LETTER OF CREDIT OR CASH BOND*	
➤ For sites less than 1.0 acre of disturbance or 15 or less cubic yards of fill or excavation, a storm water management plan is not required.	See sections II.A. and II.B. of this resolution.
➤ For sites disturbing 1.0 to 10.0 acres or more than 15 cubic yards of fill or excavation, requiring a Notice of Intent (NOI), or requiring a storm water management plan.	\$2,000.00, or as otherwise specified in a developer's agreement.
➤ For sites disturbing 10.1 to 25.0 acres, requiring a Notice of Intent (NOI), or a storm water management plan.	\$3,500.00, or as otherwise specified in a developers agreement.
➤ For sites disturbing in excess of 25.0 acres, requiring a Notice of Intent (NOI), or requiring a storm water management plan.	\$5,000.00, or as otherwise specified in a developers agreement.
G. STORM WATER MANAGEMENT - (Chapter 19)	
1. GENERAL	
➤ For sites less than 1.0 acre of disturbance <u>or 15 or less cubic yards of fill or excavation</u> , a storm water management plan is not required.	See sections II.A. and II.B. of this resolution.
➤ For sites disturbing in excess of 1.0 acres <u>or 15 cubic yards of fill or excavation</u> , requiring a Notice of Intent (NOI), or requiring a storm water management plan.	\$50.00 base fee plus a fee equal to the actual cost to the City for all work incurred in connection with the review of the submittal or as otherwise specified in a developers agreement.
2. LETTER OF CREDIT OR CASH BOND*	
➤ For sites less than 1.0 acre of disturbance - storm water management plan is not required.	See sections II.A. and II.B. of this resolution.
➤ For sites disturbing in excess of 1.0 acres, requiring a Notice of Intent (NOI), or requiring a storm water management plan.	As set forth in Sections or as otherwise specified in a developers agreement.

***PLEASE NOTE:** ALL OR PART OF CASH PERFORMANCES BONDS MAY BE REIMBURSED IF NO COST HAS BEEN INCURRED BY THE CITY. EROSION BONDS SHALL BE FORFEITED IF COMPLAINT IS NOT MET WITHIN 12 MONTHS OF OCCUPANCY.

H. MISCELLANEOUS BUILDING/STRUCTURE FEES

1. GENERAL

➤ Razing of Res Buildings / Interior	\$200.00
➤ Razing of Accessory Buildings > 180 sq. ft.	\$75.00
➤ Razing of Commercial Buildings / Interior	\$300.00
➤ Moving of Buildings > 180 sq. ft. (Submit bond plus proof of insurance)	\$300.00
➤ Miscellaneous Permits – minor repairs	\$60.00 / inspection
➤ Re-inspections	\$60.00
➤ Special Inspections	\$100.00, \$80.00 / hour
➤ Pools – above ground pools	\$100.00
➤ Pools – in-ground pools	\$150.00
➤ Re-roofing or Residing	\$60.00
➤ Erosion Control – Development Major Land Division > 5 lots	\$500.00
➤ Development Minor Land Division < 5 lots	\$200.00
➤ Misc. Land Division over 2000 sq. ft.	\$100.00
➤ Foundation repairs/damp proofing	\$100.00
➤ Filling Permit (§6.10(4))	\$100.00
➤ Culverts	\$150.00

PLEASE NOTE: A minimum charge of up to \$500.00 or triple the permit fee, whichever is greater, may apply if work is begun without a permit.

- A Minimum Permit Fee is \$60.00 per inspection unless otherwise stated.
- Building square footage calculations shall include all floor levels, crawl spaces, basements, open and closed porches. The measurement shall be outside perimeter dimensions.
- Accessory structures are structures without roofs and walls such as decks.
- Accessory buildings are structures with roofs and/or walls such as gazebos, sunrooms, porches, garages, and sheds.
- Applicable City impact fees will be assessed at time of building permit application.

Commented [FN1]: NJF – highlighted changes

III. PLANNING REVIEW AND ZONING ADMINISTRATION

A. ZONING - (Chapter 17)

1. Zoning ordinance or district map amendment	\$400.00 plus Cost for Publication, Notice & All Attorney Fees Related to Project
2. Conditional Use Permit	\$400.00 plus Cost for Publication, Notice & All Attorney Fees Related to Project
3. Zoning Board of Appeals	\$400.00 plus Cost for Publication, Notice & All Attorney Fees Related to Project
4. Special Meeting with Plan Commission	\$500.00

5. Signs (requiring a permit)	\$50.00 plus \$2.00 / square foot – Maximum \$500.00 (electric permit not included)
6. Zoning Permit (Fences/Sheds/Patio Slabs/Gazebo/Play Structures/Driveway & Other as determined by the Building Inspector	\$75.00
7. Zoning Compliance Letter *	\$50.00
*Additional Fee for Processing Letter to be Available within two business days	\$25.00
8. Lot Line Adjustment, Lot Split	\$250.00
9. Business Plan of Operations	\$100.00
10. Site or Building Plan Review by Plan Commission	\$500.00
11. Site or Plan Amendment Review by Plan Commission	\$250.00
12. Site or Building Plan Review by Staff	\$75.00
13. Conceptual Review Application	\$200.00
B. LAND DIVISION - (Chapter 18)	
1. Preliminary Plat	\$750.00 plus \$20.00 for each proposed lot or parcel created
2. Final Plat	\$350.00 plus \$10.00 for each proposed lot or parcel created
3. Final CSM with No Public Facilities	\$200.00 plus \$10.00 for each lot or parcel created
4. Final CSM with Public Facilities	\$350.00 plus \$10.00 for each lot or parcel created
5. Replat	Same as final plat
C. CASH PERFORMANCE BONDS*	
1. Occupancy Cash Bond – Residential	\$500.00
2. Occupancy Cash Bond – Commercial	\$2,500.00
3. Erosion Cash Bond - 1 & 2 Family	\$2,000.00
4. Erosion Cash Bond – Commercial & Other Construction	\$5,000.00
5. Erosion Cash Bond – Major Land Division – Plats, Subdivisions	\$4,000.00
6. Erosion Cash Bond – Minor Land Division – (CSM) Less than 6 parcels	\$2,500.00
*PLEASE NOTE: ALL OR PART OF CASH PERFORMANCES BONDS MAY BE REIMBURSED IF NO COST HAS BEEN INCURRED BY THE CITY. EROSION BONDS SHALL BE FORFEITED IF COMPLIANCE IS NOT MET WITHIN 12 MONTHS OF OCCUPANCY.	

IV. FIRE/RESCUE EMERGENCY FEES/CHARGES

A. FIRE/RESCUE CALL CHARGES – (\$4.19)	
1. ALS1 (Advanced Life Saving) Emergency Rescue Charge	
➤ Resident	\$1,050.00
➤ Non-Resident	\$1,100.00
2. ALS2 (Advanced Life Saving) Base Rate	
➤ Resident	\$1,050.00
➤ Non-Resident	\$1,150.00
3. ALS (Advanced Life Saving) On Scene Care	

➤ Resident	\$300.00
➤ Non-Resident	\$400.00
4. BLS (Basic Life Saving) Rescue Charge	
➤ Resident	\$700.00
➤ Non-Resident	\$800.00
5. BLS (Basic Life Saving) On Scene Care	
➤ Resident	\$200.00
➤ Non-Resident	\$250.00
6. Mileage Charge for Rescue	\$25.00
7. Supply Charge for Rescue	\$100.00
8. Drugs/IV Charge for Rescue	\$100.00
B. FIRE ALARM ACTIVATION CHARGE - (\$4.12)	
False Alarm Activations within Calendar Year	
➤ First False Alarm Activation	No Charge
➤ Second or Third False Alarm Activations	\$350.00 each
➤ Four or More False Alarm Activations	\$750.00 each
C. INSPECTION AND SPECIAL SERVICES – (\$4.17)	
1. Storage Tank Installation/Relining	
➤ Plan review	\$175.00
➤ 2 nd thru 10 th system	\$60.00 each
➤ Component	\$100.00 each (\$150.00 max)
➤ Site inspection	\$100.00 / each tank system or component
➤ Relining (includes Inspection Fee)	\$150.00 /tank
➤ New Construction/Conversion to Self-service Key card Code	\$135.00 / tank
2. Storage tank Upgrade for leak, spill, corrosion, & overfill protection	
➤ Plan review	\$35.00 / tank
➤ Site inspection	\$100.00 / tank
➤ Plan revision review	\$100.00
➤ UST/AST removal inspection	\$150.00 / tank
D. UNIFORM FEE STRUCTURE FOR FIRE APPARATUS RESPONSE ON STATE AND FEDERAL HIGHWAYS – (\$4.25)	
1. Engine Company (minimum staffing 3)	\$558.00 / hour
2. Ladder Company (minimum staffing 3)	\$742.00 / hour
3. Tanker (minimum staffing 1)	\$369.00 / hour
4. Ambulance Other (minimum staffing 2)	\$184.00 / hour
5. Ambulance BLS (minimum staffing 2)	\$250.00 / hour
6. Ambulance ALS (minimum staffing 3)	\$350.00 / hour
7. Other Apparatus	\$184.00 / hour
8. Command Vehicle	\$250.00 / hour
E. SPRINKLER SYSTEMS – (\$4.15)	
1. Basic Fire Sprinkler/Alarm Plan Review Fee	\$325.00
2. Fire Sprinkler with Fire Pump	\$475.00
3. Fire Sprinkler Plans Review with Hydraulic Calculations	\$275.00
4. Fire Sprinkler Hydraulic Calculations – Verification Only	\$185.00
5. Each Additional Review of the Same System	\$185.00

6. Site Inspection of Fire Sprinkler Installations during Installation	\$225.00 / visit
7. Witness Final Acceptance Tests of Fire Sprinkler Systems	\$225.00 / visit
8. Small Additions and Changes	\$175.00
9. Small Additions and Changes under 20 heads	\$175.00
F. FIRE INSPECTION OF COMMERCIAL STRUCTURES (TWO PER YEAR) – (\$4.22)	
All buildings that fall under the Wisconsin Commercial Code shall be assessed a charge based on the square footage of the building (square footage is the total floor area of any building or structure):	
1. Up to 2,500 square feet	\$31.65
2. 2,501 to 5,000 square feet	\$47.44
3. 5,001 to 10,000 square feet	\$94.82
4. 10,001 to 25,000 square feet	\$189.67
5. 25,001 to 50,000 square feet	\$379.28
6. 50,001 to 100,000 square feet	\$758.56
7. 100,001 square feet and over	\$1,517.12
8. Residential Multi-Family Structures	\$12.00 / per unit

V. LAW ENFORCEMENT

A. False Alarms (excluding Fire Alarms)	
➤ First three (3) False Alarms	No Charge
➤ Fourth False Alarm	\$50.00 plus court costs
➤ Fifth False Alarm	\$75.00 plus court costs
➤ Sixth and Subsequent False Alarms	\$100.00 plus court costs
B. Winter Parking Restrictions (§5.09)	
➤ Improper Parking; No Parking Zone; Parked On Private Property; No Boat Launch Permit; And Other Violations	\$20.00
➤ Parked at Fire Hydrant; Parked in Handicapped Zone	\$100.00
C. Pewaukee Lake (§21.01 & §21.02)	
➤ Launch Fee	\$7.00 / each launch
➤ Seasonal Launch Permit	\$50.00
➤ Permit for Summer Recurrent and Lake Activities	\$20.00 / per year
➤ Permit for Winter Recurrent Activities	\$20.00 / per year
D. Forfeiture Amount for Violations Regarding E 9-1-1 Calls (§6.15)	
➤ First three unintentional E 9-1-1 Calls	No Charge
➤ Fourth unintentional E 9-1-1 Call	\$50.00 plus court costs
➤ Fifth unintentional E 9-1-1 Call	\$75.00 plus court costs
➤ Sixth and subsequent unintentional E 9-1-1 Calls	\$100.00 plus court costs
E. Municipal Court Costs Assessed on Each Citation (§23.09(2))	\$38.00
F. Community Police Program	\$6.00 - \$10.00 / program / occurrence for Non-Residents
G. Violation of Watercraft Launch Restrictions (§21.06)	
➤ First Occurrence	\$1,000.00 plus court costs
➤ Second and Subsequent Occurrences	\$2,000.00 each plus court costs

VI. PARKS DEPARTMENT FEES & CHARGES*

A. BUILDING RESERVATIONS

	Resident	Non-Resident	Business Resident	Business Non-Resident	Deposit
Wagner	\$30.00 / hour	\$60.00 / hour	\$50.00 / hour	\$180.00 / hour	\$200.00
Nettesheim	\$20.00 / hour	\$40.00 / hour	\$40.00 / hour	\$160.00 / hour	\$200.00
South	\$20.00 / hour	\$40.00 / hour	\$40.00 / hour	\$160.00 / hour	\$200.00
Balmer	\$50.00 / day	\$100.00 / day	\$85.00 / day	\$430.00 / day	\$200.00
B. <u>PICNIC AREA RENTALS</u>					
	Resident	Non-Resident	Business Resident	Business Non-Resident	Deposit
50 people	\$50.00	\$150.00	\$100.00	\$400.00	\$100.00
100 people	\$70.00	\$210.00	\$140.00	\$600.00	\$100.00
200 people	\$125.00	\$375.00	\$250.00	\$1,000.00	\$200.00
C. <u>FIELD USE FEES AND FEES FOR SPORTS COMPLEX</u>					
Security deposits will range from \$300.00 -\$500.00 dependent upon portions of park					
Single Ball Diamond					
➤ Un-prepped				\$15.00 resident / \$20.00 non-resident per hour	
➤ Prepped				\$25.00 resident / \$30.00 non-resident per hour	
Single Soccer Field					
➤ Up to U8 size				\$10.00 resident / \$15.00 non-resident per h	
➤ Size U8 & over				\$15.00 resident / \$20.00 non-resident per hour	
Sports Complex					
➤ Ball Diamond fees				see Single Ball Diamond	
Single soccer field fee				see Single Soccer Field	
Entire soccer side for a day				\$1,400.00 resident / \$2,100.00 non-resident	
Concession stand				\$500.00 for a day tournament otherwise \$50.00 per hour	
* - Does not include individual recreation programs/project fees					

VII. PUBLIC WORKS FEES AND CHARGES

A. Public Street/Highway Opening Permit (\$10.05)	\$50.00
B. Sewerage Sludge Disposal Permit (\$9.07)	\$300.00 per site / year
C. Holding Tank Deposit (\$9.08)	
➤ Residential	\$500.00
➤ Commercial or Industrial	\$1,000.00
➤ Commercial or Industrial Dispensing Food	\$1,500.00
D. Noxious Weed Abatement	All Labor Costs (at the minimum of 2 hours) & Equipment Costs

VIII. WATER/SEWER FEES AND CHARGES

As outlined in the Municipal Code, Reserve Capacity Assessments (RCA) are area assessment being served by the reserve capacity of the system. Additionally special assessments may be levied against properties for sanitary sewer or water infrastructure. A detailed fee schedule for RCS and other special assessments is available from the Water/Sewer Utility.

IX. STORM WATER UTILITY

As outlined in the Municipal Code, the City has adopted a Storm Water Utility for the entire City. Properties with at least 267 square feet of impervious surface are subject to an annual Storm Water Utility Fee of \$100.00 per Equivalent Runoff Unit.

SECTION 2: SEVERABILITY.

The several sections of this resolution are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the resolution. The remainder of the resolution shall remain in full force and effect. Any other resolutions whose terms are in conflict with the provisions of this resolution are hereby repealed as to those terms that conflict.

SECTION 3: EFFECTIVE DATE.

This resolution shall take effect January 7th, 2019.

Dated this 7th day of January, 2019.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, Clerk/Treasurer

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

DATE: January 7, 2019

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible to Award the 2019 Annual Sewer Cleaning Contract to the Lowest Qualified Bidder, Visu Sewer Inc., in the Amount of \$139,659.72 [J. Weigel]

BACKGROUND:

The Sewer Utility cleans approximately 1/3 of the entire sanitary sewer annually to prevent accumulation of debris within the lines to help prevent sanitary sewer back ups. In addition, sewer lines are televised on an as needed basis to review the condition of the pipe in lines of concerns and in areas where road projects will be taking place within the next 1-2 years. The televising show if there are any conditions that warrant additional maintenance or replacement of the line.

In addition, the Storm Water Utility televises the storm lines where road projects will be taking place within the next 1-2 years and in areas of concern to determine the condition of the pipes. This information is used to determine if additional maintenance or replacement of the lines are necessary.

As such, we have bid the 2019 Sewer Cleaning and Televising contract. Bids were opened at 1:00 pm on January 3, 2019. The City received 4 bids for the work (Bid Tab Summary attached): Visu Sewer, Inc. (\$139,659.72), Northern Pipe, Inc. (\$141,084.97), The Expeditors, Inc. (\$158,084.19), and Green Bay Pipe & TV (\$289,900.90). Visu Sewer, Inc. was the lowest qualified bidder.

FINANCIAL IMPACT:

Sewer Utility: The sanitary sewer cleaning has a 2019 budget of \$53,000. The sewer cleaning portion of this contract is \$44,310.26. The sewer maintenance has a 2019 budget of \$325,000. The televising and inspection portion of this contract is \$51,093.70. Therefore, the sanitary sewer budget has adequate funds budgeted for this project.

Storm Water Utility: The Storm Water Utility has a budget of \$111,304 for Maintenance of Storm Sewer which includes approximately \$50,000 designated for televising. The storm televising included in this contract is \$44,255.76. Therefore, the storm water budget has adequate funds budgeted for this project.

RECOMMENDED MOTION:

Award the 2019 Cleaning and Televising project to Visu Sewer, Inc. in the amount of \$139,659.72.

ATTACHMENTS:

Description

Bid Tab Summary for Sewer Cleaning Contract

Contract 1 - 2019 Cleaning Contract				Visu Sewer, Inc.		Northern Pipe, Inc.		The Expeditors, Inc		Green Bay Pipe & TV	
Item No.	Item	Estimated Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	6" Sanitary Sewer Cleaning	700.00	LF	\$0.29	\$203.00	\$0.49	\$343.00	\$0.65	\$455.00	\$1.10	\$770.00
2	8" Sanitary Sewer Cleaning	69,005.00	LF	\$0.29	\$20,011.45	\$0.49	\$33,812.45	\$0.65	\$44,853.25	\$1.10	\$75,905.50
3	10" Sanitary Sewer Cleaning	30,989.00	LF	\$0.29	\$8,986.81	\$0.49	\$15,184.61	\$0.65	\$20,142.85	\$1.10	\$34,087.90
4	12" Sanitary Sewer Cleaning	17,322.00	LF	\$0.29	\$5,023.38	\$0.49	\$8,487.78	\$0.65	\$11,259.30	\$1.15	\$19,920.30
5	15" Sanitary Sewer Cleaning	2,917.00	LF	\$0.29	\$845.93	\$0.49	\$1,429.33	\$0.65	\$1,896.05	\$1.20	\$3,500.40
6	18" Sanitary Sewer Cleaning	11,534.00	LF	\$0.29	\$3,344.86	\$0.49	\$5,651.66	\$0.65	\$7,497.10	\$1.25	\$14,417.50
7	6" Sanitary Sewer Televising	700.00	LF	\$0.90	\$630.00	\$0.48	\$336.00	\$0.54	\$378.00	\$1.10	\$770.00
8	8" Sanitary Sewer Televising	5,757.00	LF	\$0.90	\$5,181.30	\$0.48	\$2,763.36	\$0.54	\$3,108.78	\$1.10	\$6,332.70
9	10" Sanitary Sewer Televising	2,887.00	LF	\$0.90	\$2,598.30	\$0.48	\$1,385.76	\$0.54	\$1,558.98	\$1.10	\$3,175.70
10	12" Sanitary Sewer Televising	3,305.00	LF	\$0.90	\$2,974.50	\$0.48	\$1,586.40	\$0.54	\$1,784.70	\$1.10	\$3,635.50
11	15" Sanitary Sewer Televising	1,737.00	LF	\$0.90	\$1,563.30	\$0.48	\$833.76	\$0.54	\$937.98	\$1.15	\$1,997.55
12	Sanitary Manhole Inspection	605.00	EA	\$28.00	\$16,940.00	\$28.60	\$17,303.00	\$35.00	\$21,175.00	\$75.00	\$45,375.00
Subtotal Contract 1:					\$68,302.83		\$89,117.11		\$115,046.99		\$209,888.05
Contract 2 - 2019 Cleaning Contract											
Item No.	Item	Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
13	8" Sanitary Sewer Cleaning	17,185.00	LF	\$0.29	\$4,983.65	\$0.49	\$8,420.65	\$0.65	\$11,170.25	\$1.10	\$18,903.50
14	10" Sanitary Sewer Cleaning	3,142.00	LF	\$0.29	\$911.18	\$0.49	\$1,539.58	\$0.65	\$2,042.30	\$1.10	\$3,456.20
15	8" Sanitary Sewer Televising	17,185.00	LF	\$0.90	\$15,466.50	\$0.49	\$8,420.65	\$0.54	\$9,279.90	\$1.10	\$18,903.50
16	10" Sanitary Sewer Televising	3,142.00	LF	\$0.90	\$2,827.80	\$0.49	\$1,539.58	\$0.54	\$1,696.68	\$1.10	\$3,456.20
17	Sanitary Manhole Inspection	104.00	EA	\$28.00	\$2,912.00	\$28.60	\$2,974.40	\$35.00	\$3,640.00	\$75.00	\$7,800.00
Subtotal Contract 2:					\$27,101.13		\$22,894.86		\$27,829.13		\$52,519.40
Contract A - Storm Sewer Contract											
Item No.	Item	Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
18	12" Storm Sewer Televising	8,968.00	LF	\$2.04	\$18,294.72	\$1.34	\$12,017.12	\$0.68	\$6,098.24	\$1.25	\$11,210.00
19	15" Storm Sewer Televising	4,978.00	LF	\$2.04	\$10,155.12	\$1.34	\$6,670.52	\$0.68	\$3,385.04	\$1.25	\$6,222.50
20	18" Storm Sewer Televising	3,248.00	LF	\$2.04	\$6,625.92	\$1.34	\$4,352.32	\$0.68	\$2,208.64	\$1.25	\$4,060.00
21	21" Storm Sewer Televising	905.00	LF	\$2.04	\$1,846.20	\$1.34	\$1,212.70	\$0.68	\$615.40	\$1.25	\$1,131.25
22	24" Storm Sewer Televising	1,427.00	LF	\$2.04	\$2,911.08	\$1.34	\$1,912.18	\$0.75	\$1,070.25	\$1.30	\$1,855.10
23	27" Storm Sewer Televising	579.00	LF	\$2.04	\$1,181.16	\$1.34	\$775.86	\$0.75	\$434.25	\$1.30	\$752.70
24	30" Storm Sewer Televising	884.00	LF	\$2.04	\$1,803.36	\$1.34	\$1,184.56	\$0.85	\$751.40	\$1.50	\$1,326.00
25	42" Storm Sewer Televising	401.00	LF	\$2.04	\$818.04	\$1.34	\$537.34	\$0.85	\$340.85	\$1.50	\$601.50
Subtotal Contract A:					\$43,635.60	*	\$28,662.60		\$14,904.07		\$27,159.05
						*error in math total					
Contract B - Storm Sewer Contract											
Item No.	Item	Quantity	Unit	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
26	12" Storm Sewer Televising	304.00	LF	\$2.04	\$620.16	\$1.35	\$410.40	\$1.00	\$304.00	\$1.10	\$334.40
Subtotal Contract B:					\$620.16		\$410.40		\$304.00		\$334.40
Total Contracts 1, 2, A, and B:					\$139,659.72		\$141,084.97		\$158,084.19		\$289,900.90

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

DATE: January 7, 2019

DEPARTMENT: PW - Engineering

PROVIDED BY: Jeffrey L. Weigel, PE Public Works Director & City Engineer

SUBJECT:

Discussion and Possible Action to Approve the Sewage Treatment Plant Capacity Valuation Study Proposal of Ruekert & Mielke (Nov. 21, 2018) [J. Weigel].

BACKGROUND:

We partner with the City of Brookfield in the operation of the Fox River Water Pollution Center (Brookfield Sewage Treatment Plant). Periodically, about every 15 years, Brookfield evaluates the treatment capacity through a Facilities Planning Process. As shown on the attached summary, the treatment plant has enough capacity for all of the six participating communities for year 2035, but the City of Pewaukee is predicted to be short about 487,500 gallons per day of treatment capacity. As discussed earlier this year in the 2019 Budget deliberations, we are proposing to use Ruekert & Mielke to analyze the cost of purchasing capacity from a partner community. Ruekert is well positioned for this work since they assisted all of the partnering communities in preparing the Facility Plan. Donahue Engineering was the prime consultant for the treatment plant facility plan--Ruekert was a subconsultant to Donahue.

Note that this analysis is independent of any needs analysis that may be needed to accommodate future, unplanned development such as the Lake Country Commons Baseball/Apartment proposal. We are in discussions with Strand Engineering on evaluating the gallons/per-day capacity needs of that development proposal, and that evaluation will be paid by the developer (look for a future agreement with Lake Country Commons for the Strand study).

Strand will identify additional gallons per day needed. Ruekert will establish a "base line" cost of the gallons per day for the City needs and perhaps for the Lake Country Commons needs, all to allow us to begin discussions with the treatment plant partnering communities.

FINANCIAL IMPACT:

The study is projected to cost \$12,400; \$15,000 was in the 2019 Budget proposal for the study.

RECOMMENDED MOTION:

We recommend award of the Sewage Treatment Facility Evaluation Study to Ruekert & Mielke based on their letter proposal of Nov. 21, 2018.

ATTACHMENTS:

Description

2035 Plant Capacity Summary

Study Proposal

Capacity Allocation vs. Future Projected Capacity

Municipality	2014 capacity owned (mgd)	Year 2024 Average Dry Day (mgd)	Year 2024 % of Owned Capacity	Year 2035 Average Dry Day (mgd)	Year 2035 % of Owned Capacity	Capacity needed (mgd)	Excess capacity (mgd)
City of Brookfield	5.9900	4.490	75.0%	4.850	81.0%	-	1.1400
Town of Brookfield S.D.	1.4900	1.200	80.5%	1.310	87.9%	-	0.1800
Village of Menomonee Falls	0.1800	0.160	88.9%	0.150	83.3%	-	0.0300
City of Pewaukee	2.1525	2.000	92.9%	2.640	122.6%	0.4875	-
Village of Pewaukee	2.0000	1.630	81.5%	1.740	87.0%	-	0.2600
Lake Pewaukee S.D.	0.6875	0.490	71.3%	0.530	77.1%	-	0.1575
Total	12.500	9.970	79.8%	11.220	89.8%	-	1.2800

4001 Nakoosa Trail, Suite 200 • Madison, WI 53714-1380 • Tel. (608) 819-2600

November 21, 2018

Mr. Jeffrey L. Weigel, P.E., Director of Public Works
City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

Re: Sewer Treatment Facility Capacity Valuation

Dear Mr. Jeffrey Weigel:

Thank you for granting Ruekert & Mielke, Inc., (R/M) the opportunity to propose on the capacity valuation of the Fox River Water Pollution Control Center (FRWPCC) for the City of Pewaukee (City). This valuation will help the City in its negotiations to reserve more capacity at the FRWPCC.

R/M has already compiled on the FRWPCC's value from a previous project completed for the City of Brookfield in its negotiations with the Town of Brookfield to purchase more capacity. This foundation will allow R/M to complete the project more efficiently and effectively.

Tasks

R/M proposes taking the following steps to value capacity at the FRWPCC:

1. Create a forecast for the City's long-range capacity needs.
2. Create and send an initial data request to FRWPCC staff.
3. Create and send an initial data request to City staff.
4. Meet with the City in person to kick off the project and gather data.
5. Meet with the FRWPCC staff in person to gather data and ask questions about the data provided.
6. Value the capacity using four or all five of the followings:
 - a. current value of investment
 - b. replacement value
 - c. net book value
 - d. net book value adjusted to current dollars
 - e. net present value based on a discounted cash flow analysis, if applicable.
7. Write a report summarizing the results of the valuation methods, as well as the advantages and disadvantages of each method. The report will conclude with recommendations for which method(s) to use, why, and how to apply it in negotiations.

~ Marketing Dept > PROPOSALS > Proposals 2018 > CT 03_KRW_Kenosha > Pewaukee, City > Sewer Rate Ordinance Review, Water & Storm Water Rate and Financial Plan > Proposal > Weigel-20181121-Pewaukee Capacity Valuation Proposal~

Mr. Jeffrey L. Weigel
Sewer Treatment Facility Capacity Valuation
November 21, 2018
Page 2

8. Review the report with the City in person, giving the City an opportunity to provide feedback.
9. Revise the report once based on the City's feedback.
10. Submit a final report electronically to the City.

Proposed Fee

We propose to complete the project at our standard hourly rates, plus miscellaneous expenses, for a price not to exceed \$12,400. We would perform these services according to the attached terms and conditions.

Completing the project depends on both the FRWPCC and the City sharing the data requested in a timely fashion. The scope includes three in-person meetings: a kickoff meeting with the City; data gathering with the FRWPCC staff; and a review of the report draft with the City. It does not include any other meetings, nor does it include participating in negotiations with the FRWPCC.

With your written permission, we would be happy to provide services beyond the proposed scope, charging our standard rates in effect at the time we perform the work.

We look forward to working with you to provide guidance to you with your negotiations with the FRWPCC. Please call us to further discuss your needs, our proposed scope, or anything else in this proposal.

Very truly yours,



RUEKERT & MIELKE, INC.

Edward F. Maxwell, MBA
Economic Consultant
EMaxwell@ruekert-mielke.com

EFM:rsf
Enclosure

cc: Kenneth R. Ward, P.E., Ruekert & Mielke, Inc.
File

Mr. Jeffrey L. Weigel
Sewer Treatment Facility Capacity Valuation
November 21, 2018
Page 3

CLIENT NAME:

City of Pewaukee

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Date: _____

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

ENGINEER:

Ruekert & Mielke, Inc.

By:  _____
Kenneth R. Ward, P.E.Title: Vice PresidentDate: November 21, 2018

Designated Representative:

Name: Edward MaxwellTitle: Economic Consultant

Phone Number: (262) 953-4162

A. Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Authorized Representative

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

C. Payments to Engineer

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

D. Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk; and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E. Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

F. Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner as mutually agreed to in writing.

G. Limit of Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

H. Insurance

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

I. Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

J. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3. To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4. The indemnification provision of paragraph J.1. is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph G. "Limit of Liability," of this Agreement.

K. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this paragraph.

L. Force Majure

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

M. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

N. Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

O. Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

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

DATE: January 7, 2019

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Jeffrey L. Weigel, PE Public Works Director & City Engineer

SUBJECT:

Discussion and Possible Action Regarding the Request of John & Mary McDaniel for Sewer Service to N34 W24021 Capitol Drive (PWC 0904999) [J. Weigel]

BACKGROUND:

Mr. & Mrs. McDaniel own an office building in the southwest quadrant of the intersection of Pewaukee Road (STH 164) and Capitol Drive (STH 190). See the attached air photo.

In 1995 the Town of Pewaukee ran sanitary sewer and water in/under Pewaukee Road & Capitol Drive in this area ahead of the reconstruction of Pewaukee Road.

We have sketched on the air photo in black the sewer line (arrows pointing to the direction of water flow). Note that in this part of Pewaukee Road, the road elevation goes downward as you travel north, but the sewer elevation rises. That downward road elevation meets the upward sewer elevation roughly in the driveway to the office/old church. In other words, we cannot provide gravity sewer service to either the McDaniel building or the old church building. In cases where there are a limited number of properties, such as a few homes or in this case two buildings, we believe the least expensive service for those low buildings are individual grinder pumps. In cases where there are a significant number of buildings, we install sewage lift stations, and assess the costs of the lift stations to those properties using the lift station services.

The attached Nov. 26th letter from Mr. & Mrs. McDaniel provides a history of the sewer service to their property, and the accommodation (deferment) allowed until the development were to occur in the Village, immediately to the west; and most importantly onto lands naturally lower in elevation. We have agreed with the McDaniels all along that gravity sewer service to this parcel could only come from future development of the lands to the west. That development is currently occurring.

Two properties are not connected to the sewer system: the McDaniel property and the old church property.

FINANCIAL IMPACT:

There are several significant fiscal impacts associated with this property and this request. There are significant special assessments that have been levied by the City for the portion of the sewer and water that were installed to serve this area of the City.

- 1) Should the property owner(s) install their individual grinder pumps and connect to the sewer and water system, the assessments would be paid and the City would recover the pro rata costs.
- 2) Should the City & Village work out a deal to allow the properties to connect to the Village system, the City

Water and Sewer Utility customers would be at risk of absorbing the sewer and water special assessments. Recall that property value and attendant property taxes are not part of the City Water & Sewer Utility revenues.

3) Should the Common Council authorize the City to design, bid and construct a duplex grinder pump station for these two properties, then under current practice those costs would be assessed to the two properties thereby increasing the costs with which the McDaniels are concerned. We have limited experience with the design and construction of a duplex grinder lift station--only 1 for a few homes in the Glacier Ridge subdivision in 2005. We designed it (\$10,000) and the subdivision developer constructed it (\$136,000) and dedicated it to the City. Simply projecting the 2005 costs at 2.5% inflation from 2005 to 2019, it looks like the design & construction would run around \$206,000, or about \$103,000 additional costs to the two properties above the levied special assessments.

4) Should the Common Council authorize the City design/construct of the duplex grinder station and not assess the costs to the two properties, then the Sewer Utility would be at risk of absorbing over \$200,000 in costs.

RECOMMENDED MOTION:

As staff, we cannot make recommendations regarding political decisions such as annexations. Common sense would lead to seeking the most practicable route for sewer service, and in my opinion that would be via gravity if possible; but, there must be attention to the fiscal impacts as there is no recovery of the cost of the sewer should the lands be served otherwise, either by inter-municipal agreement or detachment, excepting any cost recovery through other means, such as City recognition of property value increase (share the increased tax revenue with the Utility).

Although somewhat rare, grinder pumps do exist in the City, especially in the lake region. Recently, the apartments/condos on the south side of Watertown Road, across the street from the Red Rooster restaurant, are served by privately owned grinder pumps.

Finally, costly special assessments are common in the City. Buildings on Bluemound Road are exposed to tens of thousands of dollars for sewer and water special assessments. And, property owners of companies in industrial parks are also exposed to street paving special assessments, also in the tens of thousands of dollars.

That being said, we are presenting this letter so that the Common Council can understand the frustrations and concerns of these corporate citizens, and this is an opportunity for the Council to consider whether alternatives to our past policies and practices should be made.

ATTACHMENTS:

Description

Site air photo

Nov 26, 2018 letter from McDaniel

Legend

- Civil Division Boundary
- Parks
- Assessment Data
- Parcels
- Plats
- Retired Parcels
- Retired Plats
- Municipal Boundary_2K
- FacilitySites_2K_Labels
- Lots_2K
 - Lot
 - Outlot
- SimultaneousConveyance_2K
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- Cartoline_2K
 - <all other values>
 - EA-Easement_Line
 - PL-DA
 - PL-Extended_Tie_line
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
- Road Centerlines_2K
- Railroad_2K
- TaxParcel_2K
- Waterbodies_2K_Labels
- Waterlines_2K_Labels
- Municipal Boundary_5K
- FacilitySites_5K_Labels
- Waterbodies_5K_Labels
- Waterlines_5K_Labels
- Railroad_5K
- SimultaneousConveyance_5K
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
- TaxParcel_5K
- Road Centerlines_5K
- Municipal Boundary_15K
- FacilitySites_15K_Labels
- Waterbodies_15K_Labels
- Waterlines_15K_Labels
- TaxParcel_15K
- Railroad_15K
- Road Centerlines_15K
- FacilitySites_18K_Labels
- Waterlines_18K_Labels



Notes



0 186.92 Feet

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

November 26, 2018

Mr. Jeff Weigel
Public Works Director
City of Pewaukee

RECEIVED

NOV 27 2018

Initial: _____

Mr. Weigel:

This letter is in response to our phone conversations and in talks with Scott Klein. A brief background, we have had our business here in the city of Pewaukee since 1986. We are still on septic and well. In a letter from the Town of Pewaukee in January 1995, cost estimates were \$7,235.00 for sewer and we would have been able to connect by gravity. In 2004 when sewer extension was finalized, our assessment was to be \$16,367.81 and connection within 5 years. In addition to the assessment, in 2008 it was estimated a cost of almost \$70,000.00 for heavy duty grinder pump and related materials to get 600 feet up hill to a manhole in front of the Streiter property. This was for our sewer only not for a water connection.

In April of 2009 a public hearing was scheduled and it was determined that the utilities were not extended to us and one other property. The only access was with grinder pump, and an extremely long and costly lateral up hill. This would be needed to reach the connection point two properties away and in the State Hwy 164 right away. The council at that time determined that we did not have access to the sewer and water, and it seemed better solution to go by gravity to the property next door in the Village of Pewaukee. Resolution 09-4-10 was passed to remove the mandatory connection and assessment fee. At the public hearing, we and the city thought connections could be made when the adjacent property was developed. Construction on the Meadow Creek development started 6 months ago, and we have made many requests to village and city to allow us to connect. That has been slowly moving forward. The village position is to detach from the city and attach to the village. Their stance is it would increase our property value and thus the tax base for the city. This would not benefit the Village. We seem to be at a stand still, with again not many economical or reasonable options.

As I see it these are our options:

- 1) Detach from the city and become part of the village. We would then connect by gravity to the end of Meadow Creek development sewer line, 50 feet from our property line.
- 2). Have City extend utilities to our property, installing and maintaining a small lift station to pump to a sewer connection up the hill on Pewaukee road.

The advantage of #2 , our tax base stays in the city and any future development on corner benefits city. Our cost for sewer connection stays within reasonable (normal) fees such as proposed in 2004.

Could you present this matter to the council and see which direction we should proceed with. Thank you for your help on this problem. If there are any questions, please call 262-691-3794.

Sincerely,
John and Mary McDaniel
Tax key number 0904-999

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

DATE: January 7, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Approve **Resolution 19-01-01** Authorizing the Commitment and In-Commitment of 2018 Funds [S. Klein]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Resolution 19-1-1

STATE OF WISCONSIN

CITY OF PEWAUKEE

WAUKESHA COUNTY

RESOLUTION NO. 19-1-1

**A RESOLUTION AUTHORIZING
COMMITTING AND UNCOMMITTING OF 2018 FUNDS**

WHEREAS, the Common Council of the City of Pewaukee approved the 2018 Budget at their meeting held November 16, 2017; and

WHEREAS, the following Capital Equipment amounts will remain unspent in 2018 and committed for future purchasing. Park and Recreation tennis court/basketball court resurfacing \$20,000, playground equipment in the amount of \$26,400, #133 trailer mounted water tank in the amount of \$6,000 and South Park sewer hookup \$20,000. Information Technology special assessment/cashiering software in the amount of \$25,000. Fire ambulance gurney \$100,000 budgeted and \$81,142 spent for a remaining balance of \$18,858. Front line fire engine #2863 in the amount of \$283,332. Storm Water televising equipment in the amount of \$10,000.and;

NOW, THEREFORE, BE IT RESOLVED, that the City of Pewaukee Common Council hereby commits \$327,190 to the Capital Equipment Fund, \$10,000 to the Storm Water Fund, and \$72,400 for Parks to the Capital Equipment Fund.

PASSED and ADOPTED this 1st day of January, 2019.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, Clerk/Treasurer

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

DATE: January 7, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Approve **Resolution 19-01-02** Regarding the Commitment of Unassigned Funds for the Purchase of Equipment [S. Klein]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Resolution 19-01-02

RESOLUTION NO. 19-1-2

**A RESOLUTION TO COMMIT UNASSIGNED FUNDS
FOR THE PURCHASE OF EQUIPMENT**

WHEREAS, the Common Council committed to setting aside funds yearly to properly plan so the replacement of items would not have a financial impact on the annual budget. The funding for 2018 that is to be committed is \$91,445 for Park equipment from the General Fund, \$343,559 for Fire equipment from the Capital Equipment Fund, \$303,494 for Highway equipment from the Capital Equipment Fund and \$54,000 for IT equipment from the Capital Equipment Fund; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Pewaukee Common Council hereby commits \$701,053 from the Unassigned Capital Equipment fund for the purchase of equipment and commits \$91,445 to the Capital Equipment Fund for Park equipment as detailed in Exhibit A.

PASSED and ADOPTED this 7th day of January, 2019.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, Clerk/Treasurer

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

DATE: January 7, 2019

DEPARTMENT: PRCS - Planning

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding the Final Plat for Woodleaf Reserve Addition No. 2 (PWC 0865-995-002 & PWC 0865-990-001) [N. Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Woodleaf Reserve Final Plat

Woodleaf Reserve Staff Report

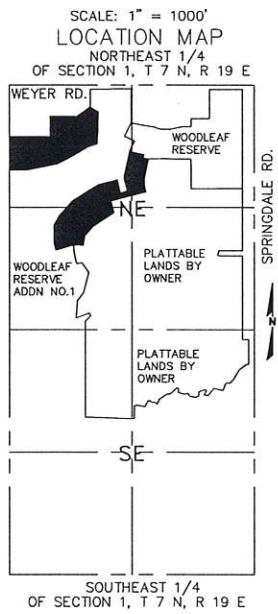
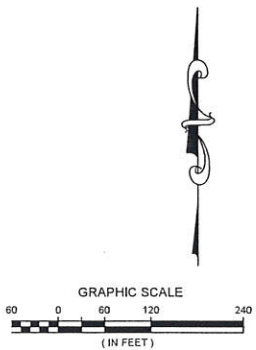
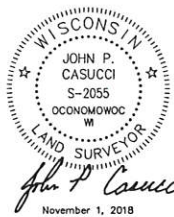
Woodleaf Reserve Exhibit

Woodleaf Reserve Correspondence

Woodleaf Reserve Declarations

WOODLEAF RESERVE ADDITION NO.2
FINAL PLAT

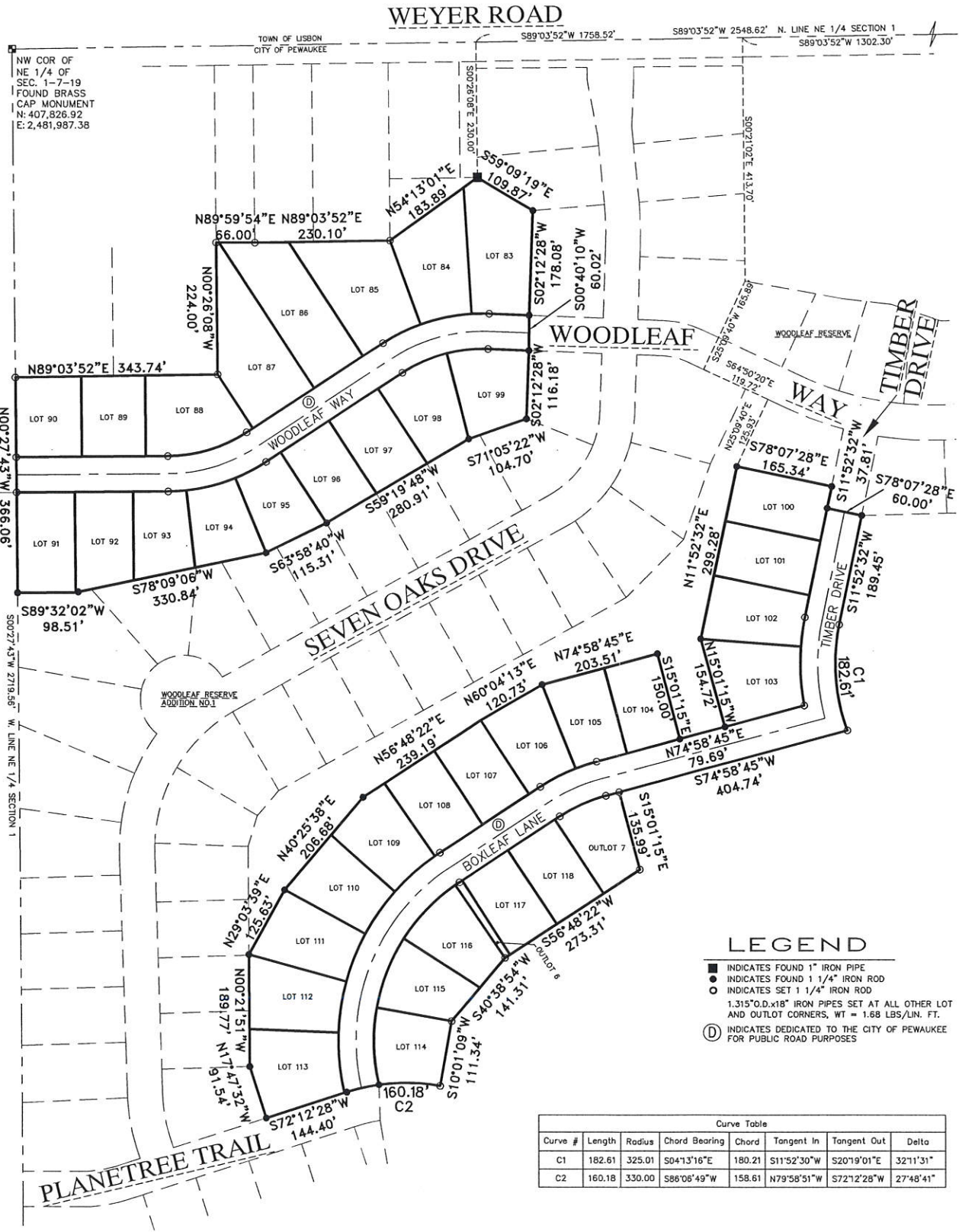
Part of the Northwest 1/4, Northeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 1, Town 7 North,
Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.



There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



- Notes:
- Surveyor & Engineer**
R.A. Smith National, Inc.
16745 West Bluemound Road
Brookfield, WI 53066
Ph. 262-781-1000
Fax 262-797-7373
- Developer**
Pewaukee Sunder Fields LLC
710 North Plankinton Ave.
Milwaukee, WI. 53203
Mr. James W. Doering
Ph. 414-274-2488
- Bearings are reference to the North line of the Northeast 1/4 of Section 1, Town 7 North, Range 19 East which is assumed to bear South 89°03'52" West grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD 27).
 - Outlots 6 & 7 to be maintained by the Woodleaf Reserve Homeowner's Association, Inc and each individual lot owner shall have an undivided fractional ownership in said Outlots and Waukesha County shall not be liable for any fees or special assessments in the event that they become the owner of any Lot or Outlot in the subdivision by reason of tax delinquency.
 - Subdivision statistics
Subdivision to contain 36 Lots and 2 Outlots
Lots are zoned Rs-6
Minimum front setback 30'
Minimum side setback 12'
Minimum rear setback 35'
Corner lots have 2 side yards
 - Drainage Easements and Vision Corners Easements shown hereon are granted to the City of Pewaukee.
 - The height of plantings, berms, fences or other structures within the vision corner easement is limited to 24" above the elevation of the center of the intersection.
 - Basement Restriction - Groundwater
Although all lots in the subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some lots may contain soil conditions that, due to the possible presence of groundwater near the surface, could require additional soil engineering and foundation design with regard to basement construction. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.
 - Woodleaf Reserve Addition No. 2 is Phase 3 of a larger development. Road ends or road stubs have extension possibilities and may or may not be extended to serve future phases of the Woodleaf Reserve development or adjacent lands in the future.
 - Subdivision is located in the Hamilton School District.
 - Outlot 6 contains a non-exclusive access easement for the benefit of the lands to the South. Any surface improvements made within this access easement shall be installed, maintained, repaired & replaced by the owners of the lands to the South, benefiting from this easement.
 - Outlot 7 contains a non-exclusive 20 foot access easement for the benefit of the lands to the South. Any surface improvements made within this access easement shall be installed, maintained, repaired & replaced by the owners of the lands to the South, benefiting from this easement. The Developer shall have the right, at anytime and for any reason, to vacate said easement if any other access is available to the lands to the South. Such right shall exist even if the Developer is not an owner of said Outlot 7.

LEGEND

- INDICATES FOUND 1" IRON PIPE
- INDICATES FOUND 1 1/4" IRON ROD
- INDICATES SET 1 1/4" IRON ROD
- 1.315" O.D. x 18" IRON PIPES SET AT ALL OTHER LOT AND OUTLOT CORNERS, WT = 1.68 LBS/LIN. FT.
- INDICATES DEDICATED TO THE CITY OF PEWAUKEE FOR PUBLIC ROAD PURPOSES

Curve Table						
Curve #	Length	Radius	Chord Bearing	Chord	Tangent In	Tangent Out
C1	182.61	325.01	S04°13'16"E	180.21	S11°52'30"W	S20°19'01"E
C2	160.18	330.00	S86°06'49"W	158.61	N79°58'51"W	S72°12'28"W

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5928
(262) 781-1000
rasmith.com

WOODLEAF RESERVE ADDITION NO.2
FINAL PLAT

Part of the Northwest 1/4, Northeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 1, Town 7 North,
Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.



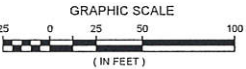
WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC, WI
LAND SURVEYOR
November 1, 2018

Curve Table							
Curve #	Length	Radius	Chord Bearing	Chord	Tangent In	Tangent Out	Delta
C/L C28	172.66	280.00	S74°32'32"W	169.94	N87°47'32"W	S56°52'36"W	35°19'52"
R.O.W. C29	154.16	250.00	S74°32'32"W	151.73	N87°47'32"W	S56°52'36"W	35°19'52"
LOT 98 C30	82.59	250.00	S68°20'29"W	82.22	S75°48'21"W	S56°52'36"W	18°55'45"
LOT 99 C31	71.57	250.00	S84°00'25"W	71.32	N87°47'32"W	S75°48'21"W	16°24'07"
R.O.W. C32	191.16	310.00	S74°32'32"W	188.15	N87°47'32"W	S56°52'36"W	35°19'52"
LOT 85 C33	72.01	310.00	N63°29'37"E	71.44	N56°52'36"E	N70°06'38"E	13°14'02"
LOT 84 C34	88.87	310.00	N78°19'25"E	88.57	N70°06'38"E	N86°32'12"E	16°25'34"
LOT 83 C35	30.68	310.00	N89°22'20"E	30.67	N86°32'12"E	S87°47'32"E	05°40'16"
C/L C36	159.54	280.00	S73°11'59"W	157.39	S56°52'36"W	S89°31'22"W	32°38'46"
R.O.W. C37	176.63	310.00	N73°11'59"E	174.25	N89°31'22"E	N56°52'36"E	32°38'46"
LOT 93 C38	31.17	310.00	S86°38'32"W	31.16	S83°45'43"W	S89°31'22"W	05°45'39"
LOT 94 C39	86.38	310.00	S75°46'45"W	86.10	S67°47'48"W	S83°45'43"W	15°55'54"
LOT 95 C40	59.08	310.00	S62°20'12"W	58.99	S56°52'36"W	S67°47'48"W	10°55'12"
R.O.W. C41	142.45	250.00	N73°11'59"E	140.53	N89°31'22"E	N56°52'36"E	32°38'46"

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2).
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

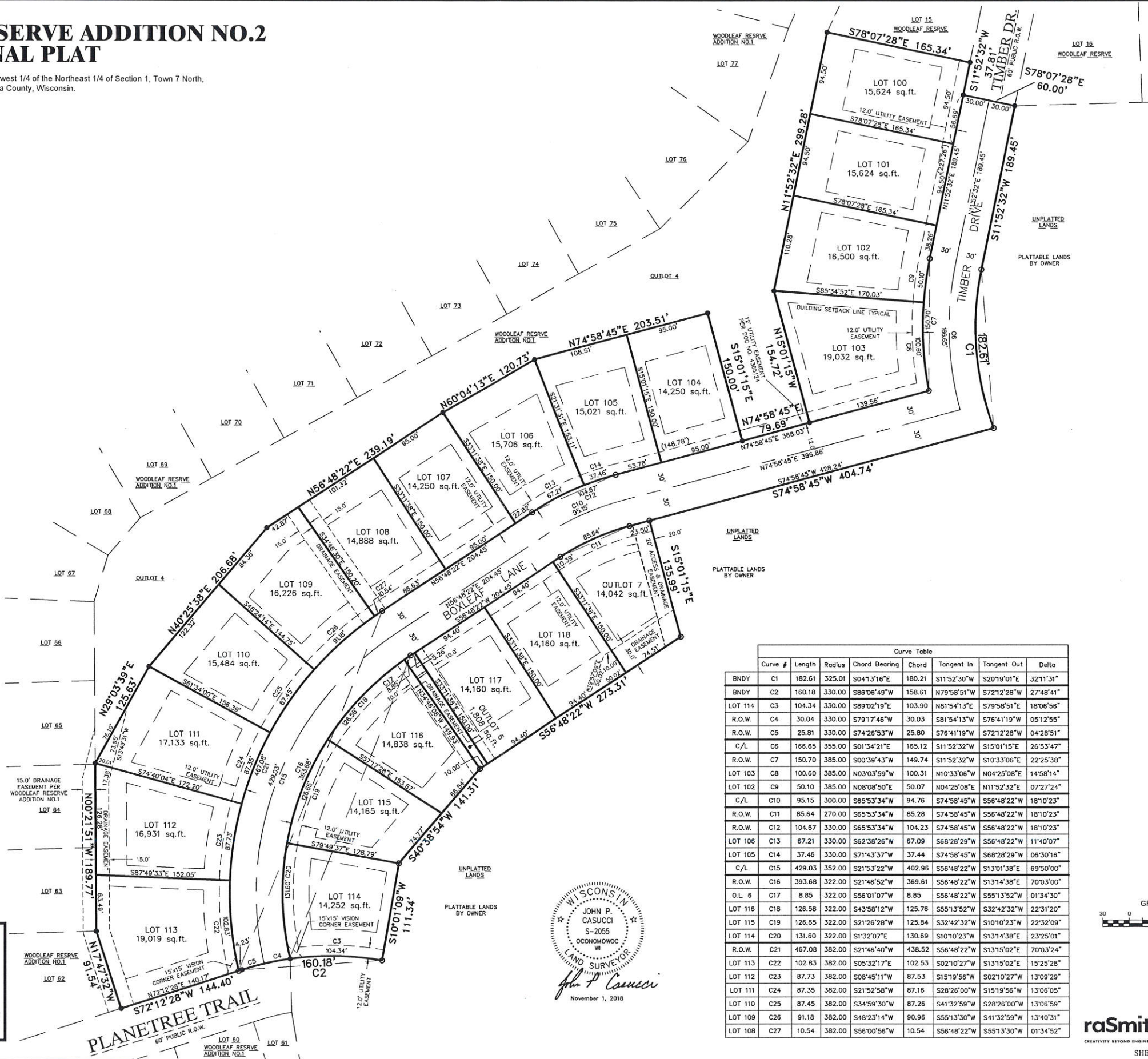
Department of Administration



raSmith
16745 W. Bluemound Road
Brockfield, WI 53005-5938
(262) 781-1000
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WOODLEAF RESERVE ADDITION NO.2
FINAL PLAT

Part of the Northwest 1/4, Northeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 1, Town 7 North,
Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.



There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2).
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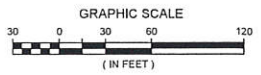
Certified _____, 20____

Department of Administration



WISCONSIN
JOHN P. CASUCCI
S-2055
OCONOMOWOC, WI
LAND SURVEYOR
November 1, 2018

Curve Table									
Curve #	Length	Radius	Chord Bearing	Chord	Tangent In	Tangent Out	Delta		
BN DY C1	182.61	325.01	S04°13'16"E	180.21	S11°52'30"W	S20°19'01"E	32°11'31"		
BN DY C2	160.18	330.00	S86°06'49"W	158.61	N79°58'51"W	S72°12'28"W	27°48'41"		
LOT 114 C3	104.34	330.00	S89°02'19"E	103.90	N81°54'13"E	S79°58'51"E	18°06'56"		
R.O.W. C4	30.04	330.00	S79°17'46"W	30.03	S81°54'13"W	S76°41'19"W	05°12'55"		
R.O.W. C5	25.81	330.00	S74°26'53"W	25.80	S76°41'19"W	S72°12'28"W	04°28'51"		
C/L C6	166.65	355.00	S01°34'21"E	165.12	S11°52'32"W	S15°01'15"E	26°53'47"		
R.O.W. C7	150.70	385.00	S00°39'43"W	149.74	S11°52'32"W	S10°33'06"E	22°25'38"		
LOT 103 C8	100.60	385.00	N03°03'59"W	100.31	N10°33'06"W	N04°25'08"E	14°58'14"		
LOT 102 C9	50.10	385.00	N08°08'50"E	50.07	N04°25'08"E	N11°52'32"E	07°27'24"		
C/L C10	95.15	300.00	S85°53'34"W	94.76	S74°58'45"W	S56°48'22"W	18°10'23"		
R.O.W. C11	85.64	270.00	S65°53'34"W	85.28	S74°58'45"W	S56°48'22"W	18°10'23"		
R.O.W. C12	104.67	330.00	S65°53'34"W	104.23	S74°58'45"W	S56°48'22"W	18°10'23"		
LOT 106 C13	67.21	330.00	S62°38'26"W	67.09	S68°28'29"W	S56°48'22"W	11°40'07"		
LOT 105 C14	37.46	330.00	S71°43'37"W	37.44	S74°58'45"W	S68°28'29"W	06°30'16"		
C/L C15	429.03	352.00	S21°46'40"W	402.96	S56°48'22"W	S13°01'38"E	69°50'00"		
R.O.W. C16	393.68	322.00	S21°46'52"W	369.61	S56°48'22"W	S13°14'38"E	70°03'00"		
O.L. C17	8.85	322.00	S56°01'07"W	8.85	S56°48'22"W	S55°13'52"W	01°34'30"		
LOT 116 C18	126.58	322.00	S43°58'12"W	125.76	S55°13'52"W	S32°42'32"W	22°31'20"		
LOT 115 C19	126.65	322.00	S21°26'28"W	125.84	S32°42'32"W	S10°10'23"W	22°32'09"		
LOT 114 C20	131.80	322.00	S1°32'07"E	130.69	S10°10'23"W	S13°14'38"E	23°25'01"		
R.O.W. C21	467.08	382.00	S21°46'40"W	438.52	S56°48'22"W	S13°15'02"E	70°03'24"		
LOT 113 C22	102.83	382.00	S05°32'17"E	102.53	S02°10'27"W	S13°15'02"E	15°25'28"		
LOT 112 C23	87.73	382.00	S08°45'11"W	87.53	S15°19'56"W	S02°10'27"W	13°09'29"		
LOT 111 C24	87.35	382.00	S21°52'58"W	87.16	S28°26'00"W	S15°19'56"W	13°06'05"		
LOT 110 C25	87.45	382.00	S34°59'30"W	87.26	S41°32'59"W	S28°26'00"W	13°06'59"		
LOT 109 C26	91.18	382.00	S48°23'14"W	90.96	S55°13'30"W	S41°32'59"W	13°40'31"		
LOT 108 C27	10.54	382.00	S56°00'56"W	10.54	S56°48'22"W	S55°13'30"W	01°34'52"		



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Brockfield, WI 53005-5938
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WOODLEAF RESERVE ADDITION NO.2
FINAL PLAT

Part of the Northwest 1/4, Northeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

State of Wisconsin }
Waukesha county }

I, John P. Casucci, Professional Land Surveyor, certify:

That I have surveyed, divided and mapped

Part of the Northwest 1/4 of the Northeast 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said 1/4 Section; thence South 89°03'52" West along the North line of said 1/4 Section a distance of 1758.52 feet to a point; thence South 00°26'08" East 230.00 feet to the point of beginning of lands to be described; thence South 59° 09' 19" East 109.87 feet to a point; thence South 02° 12' 28" West 178.08 feet to a point; thence South 00° 40' 10" West 60.02 feet to a point; thence South 02° 12' 28" West 116.18 feet to a point; thence South 71° 05' 22" West 104.70 feet to a point; thence South 59° 19' 48" West 280.91 feet to a point; thence South 63° 58' 40" West 115.31 feet to a point; thence South 78° 09' 06" West 330.84 feet to a point; thence South 89° 32' 02" West 98.51 feet to a point; thence North 00° 27' 43" West 366.06 feet to a point; thence North 89° 03' 52" East 343.74 feet to a point; thence North 00° 26' 08" West 224.00 feet to a point; thence North 89° 59' 54" East 66.00 feet to a point; thence North 89° 03' 52" East 230.10 feet to a point; thence North 54° 13' 01" East 183.89 feet to the point of beginning.

Said land contains 363,042 square feet or 8.3343 acres

ALSO,

Part of the Northwest 1/4, Northeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said 1/4 Section; thence South 89°03'52" West along the North line of said 1/4 Section a distance of 1302.30 feet to a point; thence South 00°21'02" East 413.70 feet to a point; thence South 25°09'40" West 165.89 feet to a point; thence South 64°50'20" East 119.72 feet to a point; thence South 25°09'40" West 125.93 feet to the point of beginning of lands to be described; thence South 78° 07' 28" East 165.34 feet to a point; thence South 11° 52' 32" West 37.81 feet to a point; thence South 78° 07' 28" East 60.00 feet to a point; thence South 11° 52' 32" West 189.45 feet to a point; thence Southeasterly 182.61 feet along an arc of a curve whose center lies to the East, whose radius is 325.01 feet, and whose chord bears South 04° 13' 16" East 180.21 feet to a point; thence South 74° 58' 45" West 404.74 feet to a point; thence South 15° 01' 15" East 135.99 feet to a point; thence South 56° 48' 22" West 273.31 feet to a point; thence South 40° 38' 54" West 141.31 feet to a point; thence South 10° 01' 09" West 111.34 feet to a point; thence Southwesterly 104.24 feet along an arc of a curve whose center lies to the South, whose radius is 330.00 feet and whose chord bears North 89° 02' 19" West 103.90 feet to a point; thence Southwesterly 55.84 feet along an arc of a curve, whose center lies to the Southeast, whose radius is 330.00 feet and whose chord bears South 77° 03' 21" West 55.78 feet to a point; thence South 72° 12' 28" West 144.40 feet to a point; thence North 17° 47' 32" West 91.54 feet to a point; thence North 00° 21' 51" West 189.77 feet to a point; thence North 29° 03' 39" East 125.63 feet to a point; thence North 40° 25' 38" East 206.68 feet to a point; thence North 56° 48' 22" East 239.19 feet to a point; thence North 60° 04' 13" East 120.73 feet to a point; thence North 74° 58' 45" East 203.51 feet to a point; thence South 15° 01' 15" East 150.00 feet to a point; thence North 74° 58' 45" East 79.69 feet to a point; thence North 15° 01' 15" West 154.72 feet to a point; thence North 11° 52' 32" East 299.28 feet to the point of beginning.

Said land contains 402,061 square feet or 9.2301 acres

That I have made such survey, land division and plat by the direction of Pewaukee Sunder Fields LLC, owner of said land.

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

That I have fully complied with the provisions of chapter 236 of the Wisconsin statutes and the subdivision regulations of the City of Pewaukee in surveying, dividing and mapping the same.

Date: November 1, 2018

John P. Casucci
Professional Land Surveyor
Registration No. 2055



UTILITY EASEMENT PROVISIONS:
AN EASEMENT FOR ELECTRIC, NATURAL GAS AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY

THE "PEWAUKEE SUNDER FIELDS LLC", GRANTOR, TO

Wisconsin electric power company, a Wisconsin corporation doing business as WE Energies, grantee, Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, a Wisconsin corporation, grantee, and Time Warner Entertainment Company, L.P., grantee, their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, gas, telephone and cable tv facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "utility easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property of all such purposes. The grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities or communication facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over grantees' facilities or in, upon or over the property within the lines marked "utility easement" without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

OWNER'S CERTIFICATE OF DEDICATION

Pewaukee Sunder Fields LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Pewaukee Sunder Fields LLC, does further certify that this plat is required by: S.236.10 or S.236.12 to be submitted to the following for approval or objection:

- City of Pewaukee
- Wisconsin Department of Administration
- Waukesha County Parks and Land Use Department

In witness where, said Pewaukee Sunder Fields LLC, has caused these presents to be signed by

its sole member, this day of 20

Pewaukee Sunder Fields LLC
By: Towne Realty, Inc., Sole Member

by:

State of Wisconsin }
County }

Personally came before me this day of 20, as

to me known to be the person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such officer as the deed of the Pewaukee Sunder Fields LLC, by its authority.

Notary Public, State of Wisconsin
my commission expires

CONSENT OF CORPORATE MORTGAGEE

Associated Bank, National Association, a national banking association, mortgagee of that portion of the above-described land identified in this Plat, does hereby consent to the surveying, dividing, dedicating and mapping of the land described in the foregoing affidavit of John P. Casucci, Surveyor, and does hereby consent to the certificate of said owner, PEWAUKEE SUNDER FIELDS LLC.

In witness whereof, the said, has caused these presents to be signed by, its, and by

its, at, and its corporate seal to be hereunto affixed.

this day of 2018.

STATE OF }
COUNTY OF }

PERSONALLY came before me this day of 2018, and

of the above named organization, to me known as the person(s) wh

o executed the foregoing instrument, and to me known to be the and the of the organization, and acknowledged that they executed the foregoing instrument as such officer(s) as the deed of the organization, by its authority.

(SEAL)

Notary Public, State of
My commission expires

CITY TREASURER CERTIFICATE

State of Wisconsin }
Waukesha County }

I, Kelly Tarczewski, being the duly elected qualified and acting City Treasurer of the City of Pewaukee, do hereby certify that in

accordance with the records in my office, there are no unpaid taxes or special assessments as of

20, On any of the land included in the Plat of Woodleaf Reserve Addition No. 2.

Date: Kelly Tarczewski, City Treasurer

COUNTY TREASURER'S CERTIFICATE

I, Pamela F. Reeves, being the duly elected, qualified and acting Treasurer of the County of Waukesha, do hereby certify that

the records in my office show no unredeemed tax sales or unpaid special assessments as of 20, affecting the lands included in the Plat of Woodleaf Reserve Addition No. 2.

Date: Pamela F. Reeves, County Treasurer

COMMON COUNCIL CERTIFICATE

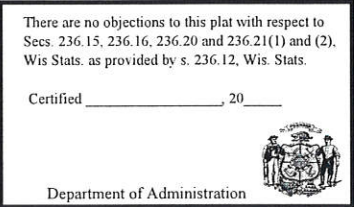
Resolved that the plat known as Woodleaf Reserve Addition No. 2, in the City of Pewaukee, Waukesha County, Wisconsin, which has been filed for approval, be and hereby is approved as required by chapter 236 of the Wisconsin State Statutes.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Common Council of the City of

Pewaukee on the day of 20.

Date: Steve Bierce, Mayor

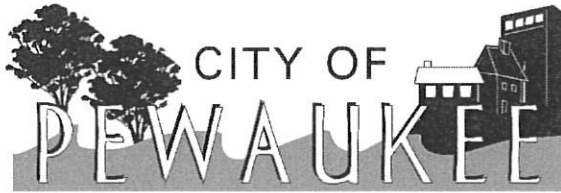
Date: Kelly Tarczewski, City Clerk



raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

SHEET 4 OF 4 SHEETS



Department of Public Works

W240N3065 Pewaukee Road

Pewaukee, WI 53072

Phone: (262) 691-0804 • Fax: (262) 691-5729

Email: publicworks@pewaukee.wi.us

TO: Nick Fuchs, City Planner

FROM: Jeffrey Weigel, Public Works Director & City Engineer

A handwritten signature in black ink, appearing to be "J. Weigel".

DATE: December 12, 2018

RE: Final Plat of Woodleaf Reserve Addition No. 2 Subdivision

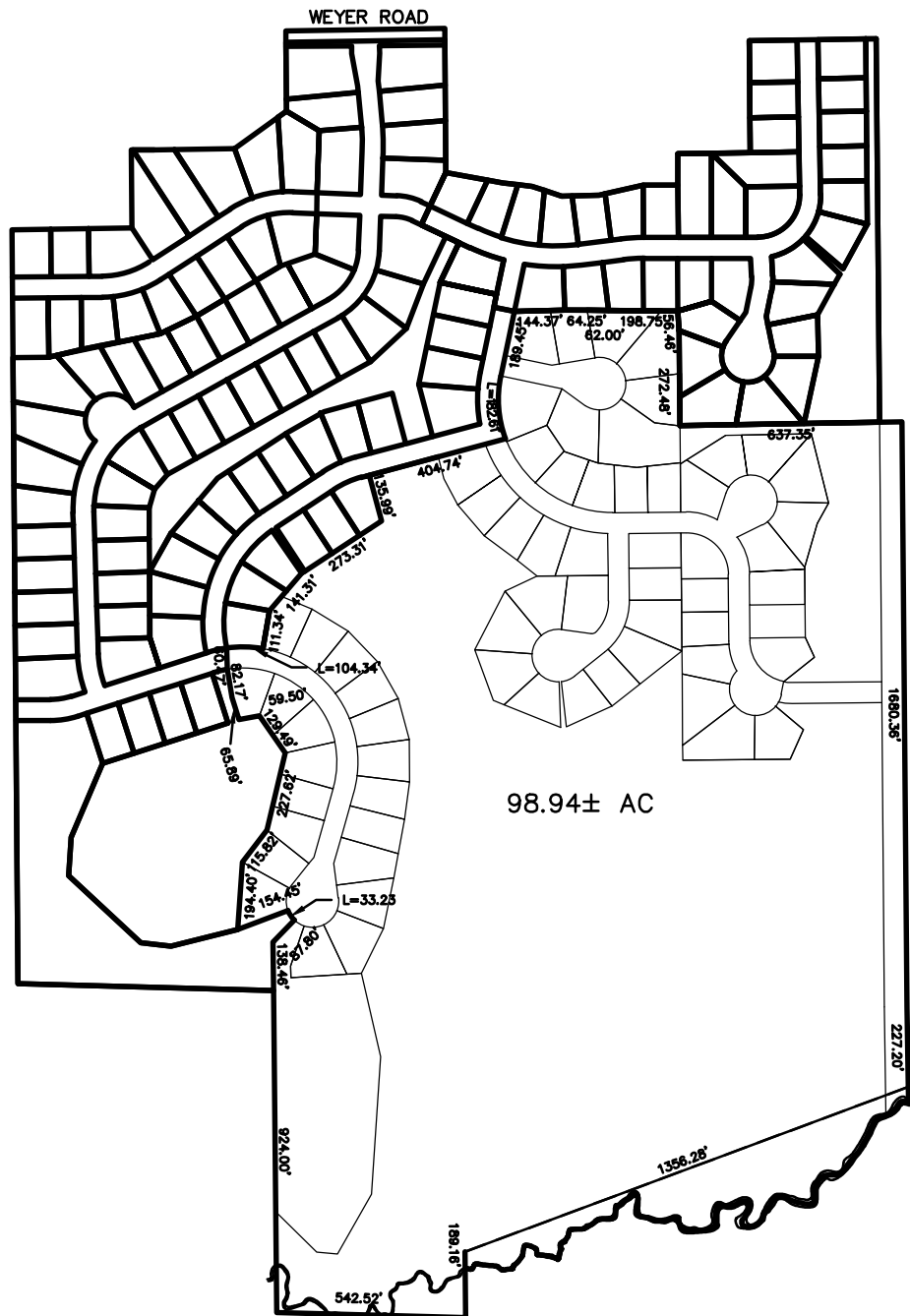
We have reviewed the final plat of Woodleaf Reserve Addition No. 2 and recommend approval as presented.

This phase of the subdivision was constructed this past summer under a development agreement with the City and all public improvements have been constructed through the first lift of asphalt. City consultant construction inspection has been involved throughout the process, and weekly erosion control inspections continue. The final lift of asphalt is planned for late summer 2019.

WOODLEAF RESERVE

EXPANSION LANDS as of APRIL 2018

TOTAL AREA: 98.94± ACRES



NOTE:
Please be advised that only the spatial relationships of the illustrations on the map and drawing are being presented for referenced identification and information.

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

MAY 4, 2018
PROJ: 166284

SHEET 1 OF 1

From: [James Doering](#)
To: [Fuchs, Nick](#)
Cc: [Weigel, Jeff](#); [John Grandlich](#)
Subject: Woodleaf Reserve Addition #2 (Phase3) and the future phases of the Woodleaf Reserve Development
Date: Thursday, December 6, 2018 3:50:01 PM
Attachments: [Exhibit Showing Expanson Lands from RA Smith Rec 5-4-18 SX401A5H-expansion lands-EXPANSION LANDS.pdf](#)

Nick,

As we discussed, I am sending this email to respectfully request that as the City of Pewaukee Plan Commission and City Council take action on the approval of the final plat of Woodleaf Reserve Addition #2 and the respective documents (storm water management amendment and declaration amendment) that we discussed, that the Plan Commission and City Council also take action to re-affirm the preliminary plat in respects to the unimproved portions of the preliminary plat that are for future phases (see attached exhibit labeled Expansion Lands). I have copied Jeff on this e-mail as he would be able to explain the areas of the Expansion Lands which include a portion of the original preliminary plat of Woodleaf Reserve and a parcel of land adjacent that we refer to as the Lanois property (all of which is owned by Pewaukee Sunder Fields LLC).

Please let me know if you have any questions and please confirm the date of the City of Pewaukee Plan Commission meeting for December 2018 and please confirm the date of the City of Pewaukee City Council meeting for January 2019.

Thank you

Jim Doering

CONFIDENTIALITY NOTICE: The information contained in this e-mail communication and any attached documentation may be privileged, confidential, or otherwise protected from disclosure and is intended only for the use of the designated recipient(s). It is not intended for transmission to, or receipt by, any unauthorized person. The use, distribution, transmittal, or re-transmittal by an unintended recipient of this communication is strictly prohibited without our express approval in writing or by e-mail. If you are not the intended recipient of this e-mail, please delete it from your system without copying it and notify the above sender so that our e-mail address may be corrected. Receipt by anyone other than the intended recipient is not a waiver of any attorney-client or work-product privilege. This email has been scanned for viruses and malware by Mimecast Ltd.

**AMENDMENT NO. 2 TO THE DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
WOODLEAF RESERVE PEWAUKEE,
WISCONSIN**

THIS AMENDMENT NO. 2 ("Amendment No. 2") to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Woodleaf Reserve Pewaukee, Wisconsin, recorded on January 22, 2014, in the Register of Deeds office for Waukesha County, Wisconsin as Document No. 4063130, as previously amended, ("Declaration"), is hereby made this _____ day of _____ 2018 by Pewaukee Sunder Fields LLC, a Wisconsin limited liability company ("Declarant"). Hereafter, any capitalized terms used in this Amendment No. 2 which are not otherwise defined herein shall have the meaning given them in the Declaration.

WITNESSETH:

DRAFT

*This instrument was drafted by and
should be returned to:*

Sandra J. DeLisle, Esq.
Zilber Ltd.
710 N. Plankinton Ave., Ste. 1200
Milwaukee, WI 53203

Tax Key Numbers:
See Exhibit A-2 attached hereto

WHEREAS, on June 29, 2016 the Declarant executed Amendment No. 1 to the Declaration which was recorded on July 1, 2016, in the Register of Deeds office for Waukesha County, Wisconsin as Document No. 4216013 ("Amendment No. 1");

WHEREAS, Article VI, Section 3, **Amendment** of the Declaration provides that the Declarant has the unilateral right to amend the Declaration for a period of twenty (20) years after date of recording the Declaration;

WHEREAS, Declarant is the developer and/or owner of the real property described in Exhibit B of the Declaration, and in Exhibit B-2 attached hereto ("Addition 2 Lands"), and desires to subject the Addition 2 Lands to the covenants, conditions, easements and restrictions set forth in the Declaration and in this Amendment No. 2, all of which are binding upon the Addition 2 Lands and each owner thereof and every other party having any interest therein, and such covenants,

conditions, easements and restrictions of the Declaration and this Amendment No. 2 shall inure to the benefit of and pass with the Addition 2 Lands;

WHEREAS, where the term "Woodleaf Reserve" is referenced in the Declaration and this Amendment No. 2, Woodleaf Reserve collectively refers to the overall development which is inclusive of Woodleaf Reserve (being the original 35 lots), Woodleaf Reserve Addition No. 1 (being Phase 2 consisting of 47 lots), Woodleaf Reserve Addition No. 2 (being Phase 3 consisting of 36 lots) and the future Expansion Lands, as amended; and

WHEREAS, the term "Declaration" is defined in the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Woodleaf Reserve Pewaukee, Wisconsin, shall be defined as and reference that specific recorded document and the contents of that document, and shall now be expanded to collectively refer to the original Declaration, Amendment No. 1, this Amendment No. 2 and any future amendment to the Declaration.

NOW THEREFORE, Declarant hereby declares that the Addition 2 Lands are held, transferred, sold, conveyed, used and occupied subject to the Declaration, this Amendment No. 2 and any and all future amendments to the Declaration. In accordance with the Declaration and Chapter 703 Wis. Stats., the following sections of the Declaration are hereby amended as follows:

1. ARTICLE III (amended Sections)

• **SECTION 14. LOT - SPECIFIC PROHIBITIONS.**

The following provisions shall be added to the subsection headed "Lots requiring Specific Residence Design."

Lots 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 112, 113, 114, 115 and 118 of Addition No. 2 require a partially exposed or fully exposed rear and/or side yard residence design.

Lots 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117 and 118 are adjacent to or have a drainage easement within the boundary of the specified lot and/or in an adjacent outlot.

Lot 87 previously contained a wetland in the rear yard area. The Declarant was

allowed to fill the wetland according to Wisconsin State Statutes and by permission from the Wisconsin Department of Natural Resources (WDNR) and the City. The wetland area was not within the building pad area as shown on the Master Grading Plans of the Woodleaf Reserve Phase III. Therefore, there are no wetland restrictions on Lot 87.

Outlots 6 and 7, as shown of the final plat for Addition No. 2, are for the benefit of the Association. Outlot 6 provides for storm sewer piping, surface drainage and access to a storm water management facility that is located within a future outlot of Woodleaf Reserve. Outlot 7 contains recreational equipment and other structures for use by members of the Association and their guests only. The Association shall be responsible for any maintenance, repairs and/ or replacements to the playground equipment, other structures, landscape or sign improvements within Outlot 7.

Lots 86 and 87 are adjacent to unplatted lands owned by the Declarant. Lots 100, 102, 103, 104, 105, 106, 107, 108, 109, 110 and 111 are adjacent to Outlot 4 of Woodleaf Reserve Addition No. 1. Lots 116 and 117 are adjacent to Outlot 6. Lot 118 is adjacent to Outlot 7. Lots 114, 115, 116, 117 and 118 are adjacent to unplatted lands owned by the Declarant which unplatted lands are intended to be part of a future phase of Woodleaf Reserve, serving as additional residential lots, open space and storm water management for Woodleaf Reserve Addition No. 2 and future phases.

The following shall be added at the end of Section 14(c): **Utility and Public Drainage Easement:**

“Pages 1 through 4 of the final plat of Addition No. 2 provide detail of the utility and public drainage easements related to Addition 2 Lands. Other easements may have been or may be recorded against the outlots or the lots within the Addition 2 Lands to accommodate utility, drainage, or other purposes. The lands located within Outlot 6, in addition to the lands apparently utilized for the detention pond, infiltration and facilities, are included in and are an integral part of the overall stormwater and drainage system for Woodleaf Reserve.”

The following language shall be added at the end of Section 14(f): **Future Roads:**

“Lots 90, 91 and 114 are adjacent to such road terminations and the provisions of this Section 14(f) shall apply.”

2. EXHIBIT A-2 – Tax Key Numbers

Exhibit A-2 sets forth the applicable Addition 2 Lands tax key numbers.

3. EXHIBIT B-2

The Developer hereby formally adds the Addition 2 Lands to Woodleaf Reserve, which are a portion of the former Expansion Land and also referred to as Phase 3 and as Woodleaf Reserve Addition No. 2, consisting of thirty-six (36) single-family lots and two (2) outlots (Lots 83 through 118 and Outlots 6 and 7) as shown on the final plat for Addition No. 2, as attached hereto as Exhibit B-2.

4. EXHIBIT C-2

The Expansion Land contains lands that are currently planned to accommodate an additional sixty-five (65) single-family lots with supporting outlots, and consists of approximately 98.94 acres as more particularly described on Exhibit C-2 attached hereto, and therefore Exhibit C as attached to the Declaration and Exhibit C-1 as attached to Amendment 1 are hereby deleted in its entirety and replaced with the attached Exhibit C-2.

5. EXHIBIT D-2

The Woodleaf Reserve Storm Water Management Practices Maintenance Agreement, attached as Exhibit D to the Declaration and Exhibit D-1 to Amendment No. 1, is amended only to the extent to include Outlot 6 as lands covered by the Storm Water Management Practices Maintenance Agreement. The Amended Storm Water Management Practices Maintenance Agreement is attached hereto as Exhibit D-2.

6. All Sections, exhibits, terms and conditions of the Declaration not expressly, or by necessary implication, modified or amended herein, shall remain unchanged and of full force and effect.

In Witness whereof, the undersigned has executed this Amendment No. 2 this _____ day of _____, 2018.

Pewaukee Sunder Fields LLC
By: TOWNE REALTY, INC., SOLE MEMBER

By: William A. Wigchers, Vice President

DRAFT

State of Wisconsin

County of Waukesha

Personally came before me this _____ day of _____ 2018, the above named William A. Wigchers, Vice President of Towne Realty, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

Notary Public, County of Milwaukee
State of Wisconsin
My Commission is permanent

CONSENT OF MORTGAGEE OF PEWAUKEE SUNDER FIELDS LLC

The undersigned, being the holder of a mortgage granted by Pewaukee Sunder Fields LLC, consents to the Amendment No. 2 to Declaration of Protective Covenants, Conditions, Easements and Restrictions for Woodleaf Reserve Pewaukee, Wisconsin set forth above and agrees that its interest in the Pewaukee Sunder Fields LLC parcel shall be subject to this Amendment No. 2.

Associated Bank, National Association

By:

Name:

Title:

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY OF _____

This instrument was acknowledged before me on _____ by
_____ the _____ of
(name of officer of mortgagee) (name of office)
_____.
(name of mortgagee)

Notary Public, State of Wisconsin

My commission expires:

This instrument was drafted by and should be returned to:
Sandra J. DeLisle
Zilber Ltd.
710 N. Plankinton Avenue
Milwaukee, WI 53203

**EXHIBIT A-2
TAX KEY NUMBERS**

Lot numbers and the related Tax Key numbers for Woodleaf Reserve
Addition No. 2 are as follows:

Lot 36 - PWC 0865037
Lot 37 - PWC 0865038
Lot 38 - PWC 0865039
Lot 39 - PWC 0865040
Lot 40 - PWC 0865041
Lot 41 - PWC 0865042
Lot 42 - PWC 0865043
Lot 43 - PWC 0865044
Lot 44 - PWC 0865045
Lot 45 - PWC 0865046
Lot 46 - PWC 0865047
Lot 47 - PWC 0865048
Lot 48 - PWC 0865049
Lot 49 - PWC 0865050
Lot 50 - PWC 0865051
Lot 51 - PWC 0865052
Lot 52 - PWC 0865053
Lot 53 - PWC 0865054
Lot 54 - PWC 0865055
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Lot 67 - PWC 0865068
Lot 68 - PWC 0865069
Lot 69 - PWC 0865070
Lot 70 - PWC 0865071
Lot 71 - PWC 0865072
Lot 72 - PWC 0865073
Lot 73 - PWC 0865074
Lot 74 - PWC 0865075
Lot 75 - PWC 0865076
Lot 76 - PWC 0865077
Lot 77 - PWC 0865078
Lot 78 - PWC 0865079

Lot 79 - PWC 0865080

Lot 80 - PWC 0865081

Lot 81 - PWC 0865082

Lot 82 - PWC 0865083

Outlot 2 – PWC 00865084

Outlot 3 – PWC 00865085

Outlot 4 – PWC 00865086

Outlot 5 – PWC 00865087

Woodleaf Reserve Addition No. 2 is part of current Tax Key Numbers
PWC 0865995002 and PWC 0865990001

EXHIBIT B-2
WOODLEAF RESERVE ADDITION No. 2
LEGAL DESCRIPTION AND FINAL PLAT

WOODLEAF RESERVE ADDITION NO. 2

Legal description of Lots 83 thru 99

Part of the Northwest 1/4 of the Northeast 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said 1/4 Section; thence South 89°03'52" West along the North line of said 1/4 Section a distance of 1758.52 feet to a point; thence South 00°26'08" East 230.00 feet to the point of beginning of lands to be described; thence South 59° 09' 19" East 109.87 feet to a point; thence South 02° 12' 28" West 178.08 feet to a point; thence South 00° 40' 10" West 60.02 feet to a point; thence South 02° 12' 28" West 116.18 feet to a point; thence South 71° 05' 22" West 104.70 feet to a point; thence South 59° 19' 48" West 280.91 feet to a point; thence South 63° 58' 40" West 115.31 feet to a point; thence South 78° 09' 06" West 330.84 feet to a point; thence South 89° 32' 02" West 98.51 feet to a point; thence North 00° 27' 43" West 366.06 feet to a point; thence North 89° 03' 52" East 343.74 feet to a point; thence North 00° 26' 08" West 224.00 feet to a point; thence North 89° 59' 54" East 66.00 feet to a point; thence North 89° 03' 52" East 230.10 feet to a point; thence North 54° 13' 01" East 183.89 feet to the point of beginning.

Said land contains 363,042 square feet or 8.3343 acres

Legal description of Lots 100 thru 118 & Outlots 6 & 7

Part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said 1/4 Section; thence South 89°03'52" West along the North line of said 1/4 Section a distance of 1302.30 feet to a point; thence South 00°21'02" East 413.70 feet to a point; thence South 25°09'40" West 165.89 feet to a point; thence South 64°50'20" East 119.72 feet to a point; thence South 25°09'40" West 125.93 feet to the point of beginning of lands to be described; thence South 78° 07' 28" East 165.34 feet to a point; thence South 11° 52' 32" West 37.81 feet to a point; thence South 78° 07' 28" East 60.00 feet to a point; thence South 11° 52' 32" West 189.45 feet to a point; thence Southeasterly 182.61 feet along an arc of a curve whose center lies to the East, whose radius is 325.01 feet, and whose chord bears South 04° 13' 16" East 180.21 feet to a point; thence South 74° 58' 45" West 404.74 feet to a point; thence South 15° 01' 15" East 135.99 feet to a point; thence South 56° 48' 22" West 273.31 feet to a point; thence South 40° 38' 54" West 141.31 feet to a point; thence South 10° 01' 09" West 111.34 feet to a point; thence Southwesterly 104.24 feet along an arc of a curve whose center lies to the South, whose radius is 330.00 feet and whose chord bears North 89° 02' 19" West 103.90 feet to a point; thence Southwesterly 55.84 feet along an arc of a curve, whose center lies to the Southeast, whose radius is 330.00 feet and whose chord bears South 77° 03' 21" West 55.78 feet to a point; thence South 72° 12' 28" West 144.40 feet to a point; thence North 17° 47' 32" West 91.54 feet to a point; thence North 00° 21' 51" West 189.77 feet to a point; thence North 29° 03' 39" East 125.63 feet to a point; thence North 40° 25' 38" East 206.68 feet to a point; thence North 56° 48' 22" East 239.19 feet to a point; thence North 60° 04' 13" East 120.73 feet to a point; thence North 74° 58' 45" East 203.51 feet to a point; thence South 15° 01' 15" East 150.00 feet to a point;

EXHIBIT B-2 (CONTINUED)

thence North 74° 58' 45" East 79.69 feet to a point; thence North 15° 01' 15" West 154.72 feet to point;
thence North 11° 52' 32" East 299.28 feet to the point of beginning.

Said land contains 402,061 square feet or 9.2301 acres

Date: April 25, 2018

Prepared by: John P. Casucci, PLS

Project No. 166284

EXHIBIT B-2 (CONTINUED)
WOODLEAF RESERVE ADDITION No. 2
FINAL PLAT

EXHIBIT C-2
LEGAL DESCRIPTION OF EXPANSION LAND AND MAP OF EXPANSION LAND

Lands being a part of the Northwest 1/4 and Northeast 1/4 of the Southeast 1/4 of Section 1 and part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Fractional Northeast 1/4 of Section 1, in Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the Northeast fractional 1/4 of Section 1; thence South 00°29'12" East along the East line of said 1/4 Section 1 150.12 feet to the point of beginning of lands to be described; thence continuing South 00°29'12" East along said East line 1680.36 feet to the Northeast corner of the Southeast 1/4 of said Section 1; thence South 00°49'16" East 227.20 feet to a point in a meander line of Spring Creek; thence South 69°35'24" West along said meander line 1356.28 feet to a point; thence South 00°34'12" East along said meander line 50.00 feet to the terminus of said meander line; thence South 00°34'12" East 139.16 feet to a point; thence North 88°26'38" West 542.52 feet to a point; thence North 00°34'12" West 924.00 feet to a point; thence North 00°34'12" West 138.46 feet to a point; thence North 43°47'24" East 87.80 feet to a point; thence Northwesterly 33.23 feet on the arc of a curve whose center lies to the Northeast, whose radius is 75.00 feet and whose chord bears North 33°30'56" West 32.96 feet to a point; thence South 69°10'45" West 154.45 feet to a point; thence North 04°02'07" East 194.40 feet to a point; thence North 37°42'49" East 115.82 feet to a point; thence North 13°10'51" East 227.62 feet to a point; thence North 34°42'59" West 129.49 feet to a point; thence South 79°39'12" West 59.50 feet to a point; thence North 17°47'32" West 65.89 feet to a point; thence North 09°32'28" West 82.17 feet to a point; thence North 01°37'54" West 60.47 feet to a point; thence Easterly 104.34 feet on the arc of a curve whose center lies to the South, whose radius is 330.00 feet and whose chord bears South 89°02'19" East 103.90 feet to a point; thence North 10°01'09" East 111.34 feet to a point; thence North 40°38'54" East 141.31 feet to a point; thence North 56°48'22" East 273.31 feet to a point; thence North 15°01'13" West 135.99 feet to a point; thence North 74°58'45" East 404.74 feet to a point; thence Northerly 182.61 feet on the arc of a curve whose center lies to the East, whose radius is 325.00 feet and whose chord bears North 04°13'16" West 180.21 feet to a point; thence North 11°52'32" East 189.45 feet to a point; thence North 88°26'36" East 144.37 feet to a point; thence North 89°47'07" East 64.25 feet to a point; thence South 88°55'12" East 62.00 feet to a point; thence South 89°34'44" East 198.75 feet to a point; thence South 03°31'44" East 56.46 feet to a point; thence South 00°28'59" East 272.48 feet to a point; thence North 89°02'56" East 637.35 feet to the point of beginning.

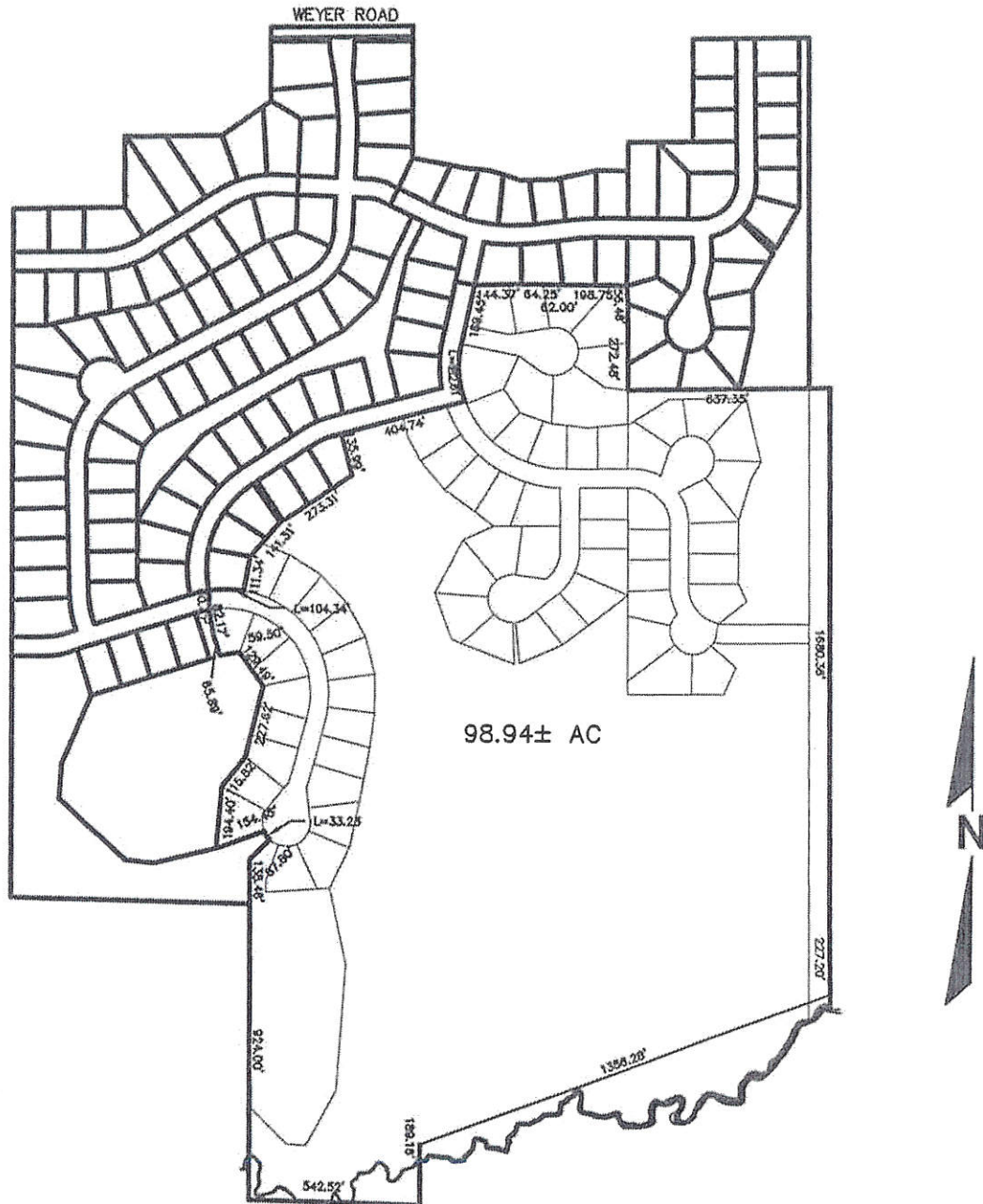
Including those lands lying between the centerline of Spring Creek and aforesaid mentioned meander line,

Said Expansion Lands contain approximately 98.94 Acres.

Date: May 4, 2018
Prepared by: John P. Casucci, PLS
Project No.: 166284

WOODLEAF RESERVE EXPANSION LANDS as of APRIL 2018

TOTAL AREA: 98.94± ACRES



NOTE:
Please be advised that only the spatial relationships of the illustrations on the map and drawing are being presented for referenced identification and information.

raSmith
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

MAY 4, 2018
PROJ: 166284

SHEET 1 OF 1

EXHIBIT D-2
AMENDED STORM WATER MANAGEMENT PRACTICES MAINTENANCE
AGREEMENT

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

DATE: January 7, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Extend the Temporary Position in the Assessor's Department [S. Klein]

BACKGROUND:

1. Date of assessment is January 1st. This is when all assessments are as of that date. Other than closing the assessment roll at the Board of Review, it is generally the busiest time of the year. Help is needed to conduct these inspections.
2. Personal property forms were mailed out in December, and are already being returned by taxpayers. I believe it pays to keep as current as possible with these returns.
3. Money is in the budget for a ½ time permanent position. Instead of having a permanent position since January 1, we would use the same monies to keep the temporary position.
4. It is expected that the temporary appraiser that was working for Pewaukee for the last 6 months in a temporary capacity will be competing for the position.
5. Assessor position is complex at best. Wife is ill with an inoperable brain tumor. Currently experiencing frequent absences due to him being the sole care giver. Temporary help will assist with office and phone coverage during this time

FINANCIAL IMPACT:

RECOMMENDED MOTION:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 11.**

DATE: January 7, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Appoint a Chairperson to the Zoning Board of Appeals [Mayor Bierce]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Kate Marlin

Katharine M. Marlin, J.D.
N26W27066 Prospect Ave., Pewaukee, WI 53072
(262) 370-0737 | KateMU83@hotmail.com

June 20, 2016

Ms. Kelly Tarczewski
City of Pewaukee
W240N3065 Pewaukee Road
Pewaukee, Wisconsin 53072

Ms. Tarczewski:

I am writing to express my interest in becoming involved with the Zoning Board of Appeals for the City of Pewaukee.

The reason for my inquiry is two-fold. First, I have lived in Pewaukee since I was a child and have truly enjoyed growing up in this community. As of last year, I too bought a home here and have a vested interest in how the community will change and develop in the future.

Second, I have worked in the real estate industry since earning my law degree from Marquette Law School in 2012. I find the complexities of real estate and property law interesting, to say the least, and I think that I have experience and education in the field that is unique compared to most.

Ultimately, I have enjoyed watching my hometown grow and develop and would like to take an active role assisting with changes to come. It is my hope that my education, experience, and desire to become involved in my community might all come together by pursuing a role within the Zoning Board of Appeals.

I welcome any questions, as well as an opportunity to discuss the needs of the Board and the responsibilities associated with membership. I look forward to your response.

Sincerely,


Kate Marlin

Katharine M. Marlin, J.D.
N26W27066 Prospect Ave., Pewaukee, WI 53072
(262) 370-0737 | KateMU83@hotmail.com

EDUCATION

BAR ADMISSION: State of Wisconsin, May 2012

Marquette University Law School, Milwaukee, WI

Juris Doctor, May 2012

Activities: Criminal Law Society, Member

Thomas M. Cooley Law School, Grand Rapids, MI

Candidate for Juris Doctor, August 2009 – April 2010

Honors: Dean's List and Honors Scholarship Recipient, 2 semesters

Marquette University, Milwaukee, WI

Bachelor of Arts in Criminology and Law & Sociology, May 2005

Honors: Dean's List, Spring 2005

LEGAL EXPERIENCE

Attorneys' Title Guaranty Fund, Inc., Waukesha, WI

Underwriting Counsel & Title Operations Counsel, November 2015 - present

- Provide underwriting assistance to agents as to the status and insurability of title to real property
- Management of all functions pertaining to the direct operations of the Wisconsin office
- Educate and advise agents as to Wisconsin title insurance law and practices related thereto

First American Title Insurance Company, National Commercial Services, Milwaukee, WI

Underwriting Counsel, June 2015 – November 2015

- Prepare title commitments for large commercial real estate transactions
- Advise counsel and examiners from foreign states as to Wisconsin property law
- Determine the status and insurability of title to real property
- Make underwriting decisions to determine requirements to convey and mortgage real estate

Attorneys' Title Guaranty Fund, Inc., Waukesha, WI

Title Operations Counsel, July 2014 – June 2015

- Oversee all facets of direct operations for Wisconsin office
- Advise agents in search standards, review of search for commitment, and policy preparation
- Assist with closing preparation, disbursement and post-closing procedures
- Compiled standard language manual to provide uniform language and reference to agents
- Host educational webinars centered on title search, examination and underwriting
- Communicate and co-ordinate with agents and lenders to provide guidance and instruction for title and/or closing

Land Title Services, Milwaukee, WI

Title Examiner, July 2012 – June 2014

- Prepare title commitments after review of public record; advise in resolving issues that arise as a result of review
- Determine the status and insurability of title to real property
- Make underwriting decisions to determine requirements to convey and mortgage real estate
- Coordinate with administrative staff and state-wide abstractors to deliver timely and accurate product
- Serve as point-of-contact for company's largest client in order expedite and facilitate all requests in an efficient manner
- Field inquiries from closing department as well as customers

Milwaukee County Office of the District Attorney, Milwaukee, WI

Student Practitioner, Fall 2011 – Spring 2012

- Appeared on record on behalf of the State for misdemeanor cases
- Researched, drafted, edited and filed response briefs
- Participated in regular activities of General Crimes Unit, Team 1
 - Reviewed police reports, interviewed victims, filed criminal complaints
 - Compiled discovery, labeled exhibits, annotated files
 - Assisted in plea negotiations and made offers to defense counsel
 - Prepared for misdemeanor and felony trials

Milwaukee County Circuit Court – Misdemeanor Division, Milwaukee, WI

Judicial Internship, Judge J.D. Watts, Spring 2011

- Reviewed and researched for upcoming cases to be heard in Branch 15
- Observed the daily functions of a criminal court
- Discussed application of law and sentencing tools with Judge Watts
- Assisted court staff with administrative court-room tasks

Wisconsin Community Services, Milwaukee, WI

Criminal Justice Internship, September 2004 – December 2004

- Conducted client interviews with AODA Team to ensure compliance with court-ordered terms
- Facilitated inmate requests at the House of Correction
- Aided Failure to Appear Team with research and location of defendants

ADDITIONAL LEGAL TRAINING

Mediation and Restorative Justice Center, Waukesha, WI

Mediation and Conflict Resolution Skills Workshop, Spring 2009

- Modeled and discussed mediation process
- Evaluated and recognized the role of the mediator
- Developed communication tools to aide in conflict resolution

ADDITIONAL PROFESSIONAL EXPERIENCE

Wilde Automotive Group, Waukesha and West Allis, WI

Various Sales, Administrative & Inventory Positions, January 2001 – June 2015

- Negotiated with clients regarding purchase price and options to execute sales agreements
- Collaborated with department managers to facilitate teamwork and inter-department communication
- Supported sales team with all e-business, trained new staff, and coordinated internet sales
- Communicated with clients in a professional, timely manner that promoted company's goals
- Assisted in all facets of office administration; double-entry accounting, license and title of vehicles, accounts payable and receivable, payroll, warranty administration, reception and cash-handling