



Office of the Clerk/Treasurer
W240 N3065 Pewaukee Road
Pewaukee WI 53072
Phone: 262-691-0770

**COMMON COUNCIL
MEETING NOTICE AND AGENDA
Monday, February 16, 2026
6:30 PM**

Pewaukee City Hall Common Council Chambers
W240N3065 Pewaukee Road, Pewaukee, WI

1. Call to Order and Pledge of Allegiance
2. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.
3. Water & Sewer Utility
 - 3.1 Discussion, Possible Action, and Presentation by Ehlers on 2025 Sewer Rate Study Phase 1 [Wagner / Mueller]
4. Engineering
 - 4.1 Discussion and Possible Action to Apply for a Joint Quiet Zone for Duplainville Road and Parkside Road with the Village of Pewaukee's Forest Grove Drive, Oakton Avenue, Wisconsin Avenue and Kopmeier Drive. [Wagner/Gabbey]
 - 4.2 Discussion and Possible Action to Approve the Intergovernmental Agreement regarding Transfer of Phosphorus and Total Suspended Solids Credits from Fox River Water Pollution Control Center to Others as Part of Fox Illinois Total Maximum Daily Load. [Wagner]
 - 4.3 Discussion and Possible Action to Adopt **Resolution 26-02-04** Acknowledging Magdelene Wagner, P.E., Director of Public Works, as Authorized Representative for the City of Pewaukee for the Lakeview Boulevard Boat Launch and All Related Activities. [Wagner]
 - 4.4 Discussion and Possible Action Regarding Cedar Gables Development Additional Financial Guarantee and Consideration of Replacing the Letter of Credit with a Bond [Wagner]
5. Licensing
 - 5.1 Discussion and Possible Action Regarding the Request of Kellermeister Beverages LLC / Brewfinity Beer Gardens for Temporary Beer Licenses [Phalin / Tarczewski]
 - 5.1.1. Springdale Park - June 12, 2026 (5 p.m. - 9 p.m.)
 - 5.1.2. Nettesheim Park - July 10, 2026 (5 p.m. - 9 p.m.)
 - 5.1.3. Wagner Park - August 14, 2026 (5 p.m. - 9 p.m.)
6. New Business
 - 6.1 Discussion and Possible Action Regarding an Offer to Donate Approximately 4.39 Acres of Land

Located along the East Side of Redford Boulevard (County Road F) and Approximately 625 Feet South of Beaver Court (PWC 0872-997) [Fuchs]

7. Consent Agenda
 - 7.1 Approval of the Common Council Meeting Minutes Dated January 19, 2026
 - 7.2 Approval of Common Council Meeting Minutes Dated February 2, 2026
 - 7.3 Approve Accounts Payable Listing Submitted February 19, 2026
8. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.
9. Adjournment

Kelly Tarczewski
Clerk/Treasurer
February 12, 2026

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 - New Agenda Item

Agenda Language:

Presentation, Discussion and Possible Action Related to Ehlers 2025 Sewer Rate Study Phase 1. [Wagner/Mueller]

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner/Jane Mueller

Background:

The Sewer Utility embarked on a rate study last year with Ehlers to evaluate the rates being charged by the Sewer Utility to its customers to support the operation and maintenance of the sanitary sewer system. Ehlers is here tonight to present the Phase 1 study results.

Fiscal Impact:

Recommended Motion:

Council directs Ehlers and Staff to complete Phase 2 of the Sewer Rate Study and provide a rate adjustment resolution at a future meeting.



City of Pewaukee, WI
2026 Sewer Rate Study
Phase 1: Long-Range Cash Flow Analysis

January 19th, 2026 Common Council Meeting

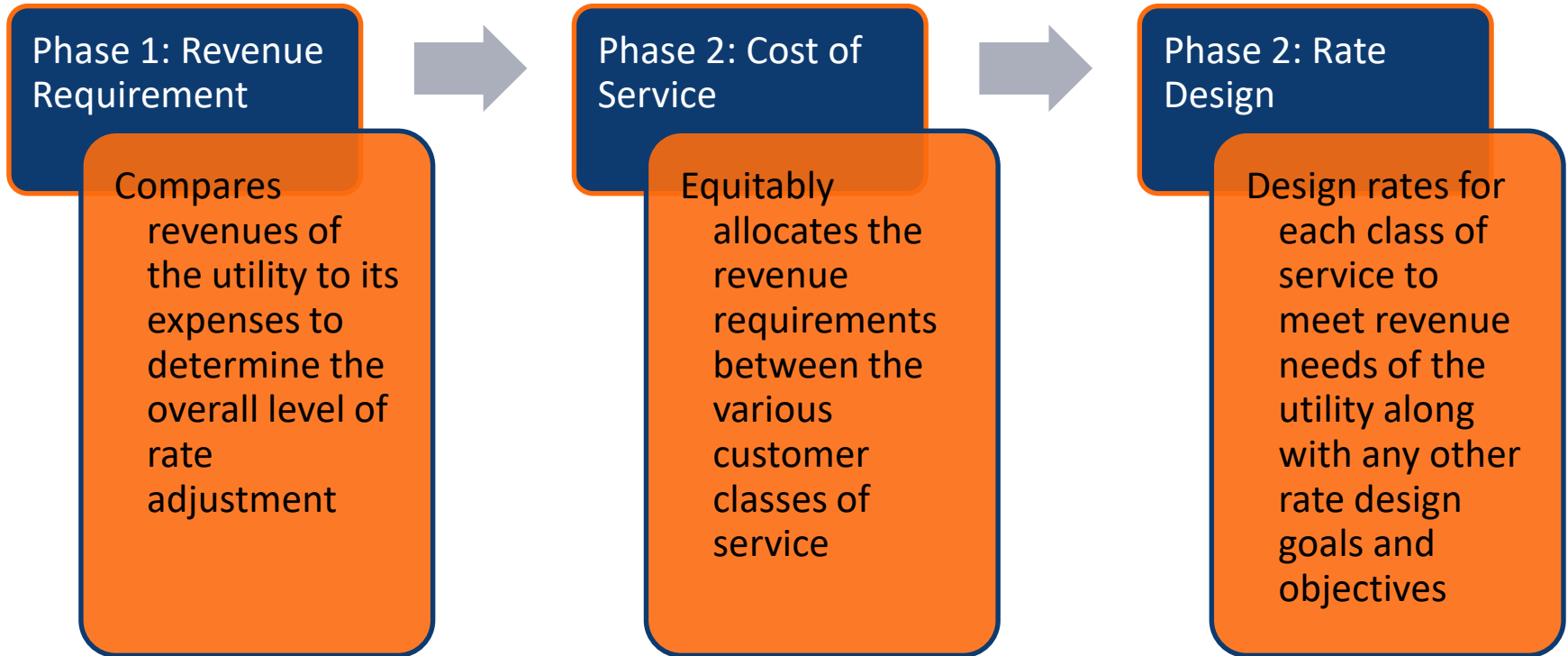
Sewer Rate Study Purpose

Rate
Structure & Other
Considerations

Fair and Equitable

Develop Self Sustaining
Rates

Sewer Rate Study Process



How do we determine Self-Sustaining Rates?

- Ehlers to identify rate revenue adjustments necessary for fiscal sustainability (1.4 debt coverage & healthy reserves) and moderate one-time adjustments
- Our Process
 - ✓ Historical Rate and Financial Performance
 - ✓ Future Projections
 - O&M and Depreciation
 - Funding Project(s): Debt vs. Cash
 - ✓ Rate Impact

Rate Revenue Determination

How much revenue should we generate from user rates?



Cash Basis

+ Op. and Maint. Expenses
+ Taxes/Transfer Payments
+ Debt Service (P&I)
+ Capital funded from rates
- Less Non-rate Revenue
= Total Revenue Requirements

Utility Basis - PSC

+ Op. and Maint. Expenses
+ Taxes/Transfer Payments
+ Depreciation
+ Rate of Return on Rate Base
- Less Non-Rate Revenue
= Total Revenue Requirements

Historical Rate Performance

Revenue Requirement		Shown with no increase				Est	Budget
Component	Description	2021	2022	2023	2024	2025	2026
Cash Basis							
1	Operating and Maintenance	\$3,235,101	\$2,864,706	\$3,279,321	\$4,593,382	\$5,213,734	\$4,942,971
2	Debt	\$129,770	\$278,349	\$428,447	\$447,194	\$446,251	\$445,032
3 ^A	Cash Funded Capital ^A	\$51,908	\$111,340	\$629,467	\$655,857	\$3,498,000	\$1,297,263
Less:							
	Other Revenue	\$0	\$0	\$0	\$20,787	\$192,328	\$270,834
	Interest Income	\$28,367	\$71,459	\$345,594	\$544,000	\$420,000	\$400,000
	Revenue Requirement (Costs less Other Income)	\$3,388,412	\$3,182,936	\$3,991,641	\$5,131,646	\$8,545,657	\$6,014,432
	User Rates Revenue	\$4,088,888	\$4,168,369	\$4,265,910	\$4,260,335	\$4,304,000	\$4,458,440
	Rate Adequacy	\$700,476	\$985,433	\$274,269	(\$871,311)	(\$4,241,657)	(\$1,555,992)
	Rate Adjustment Needed	0.00%	0.00%	0.00%	20.45%	98.55%	34.90%
Utility Basis (PSC)							
1	Operating and Maintenance	\$3,235,101	\$2,864,706	\$3,279,321	\$4,593,382	\$5,213,734	\$4,942,971
2	Depreciation	\$782,665	\$812,767	\$848,463	\$850,000	\$875,500	\$1,038,086
	NIRB	\$36,070,878	\$37,428,436	\$37,815,831	\$39,344,840	\$42,347,632	\$46,218,921
3	Typical ROI (2.5%)	\$901,772	\$935,711	\$945,396	\$983,621	\$1,058,691	\$1,155,473
Less:							
	Other Revenue	\$0	\$0	\$0	\$20,787	\$192,328	\$270,834
	Interest Income	\$28,367	\$71,459	\$345,594	\$544,000	\$420,000	\$400,000
	Revenue Requirement (Costs less Other Income)	\$4,891,171	\$4,541,725	\$4,727,586	\$5,862,216	\$6,535,597	\$6,465,696
	User Rates Revenue	\$4,088,888	\$4,168,369	\$4,265,910	\$4,260,335	\$4,304,000	\$4,458,440
	Rate Adequacy	(\$802,283)	(\$373,356)	(\$461,676)	(\$1,601,881)	(\$2,231,597)	(\$2,007,256)
	Rate Adjustment Needed	19.62%	8.96%	10.82%	37.60%	51.85%	45.02%

- The City last adjusted rates in 2021 at 28%

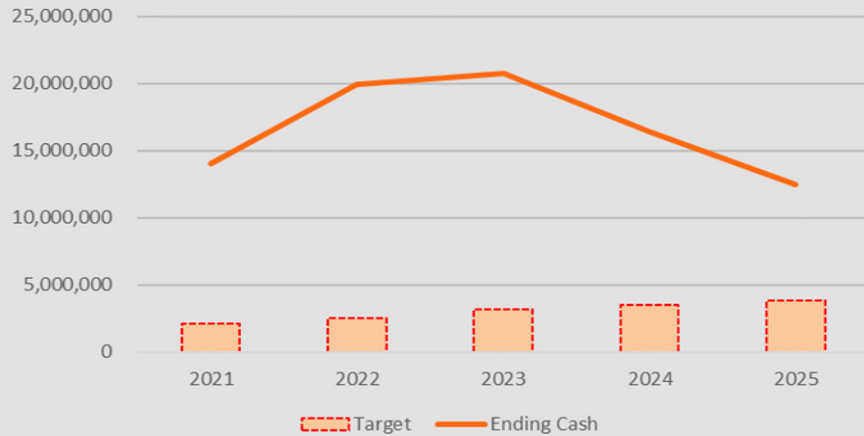
Rates inadequate on a cash basis.

Rates inadequate on a utility basis (method used by PSC)

^AIncludes recommended debt coverage at 1.4x annual debt payment

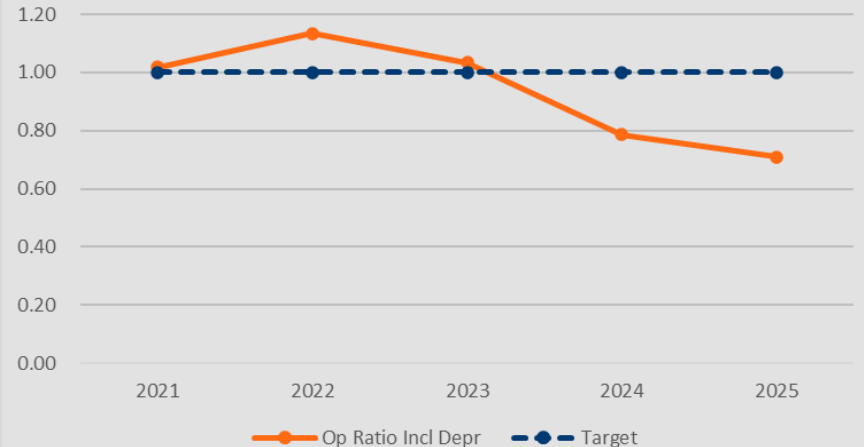
Historical Financial Indicators

Reserves - Actual vs. Target



- Current assets estimated to be 27% depreciated

Operating Ratio including Depreciation



- Reserves to fund deficits and capital (5 mo. Target)

Current Capital Project List 2026-2031

Projects	Funding	2026	2027	2028	2029	2030	2031	Totals
Spice Creek Lift Station Rehab	Cash	125,000	125,000	0	0	0	0	250,000
Kopmeier Lift Station Village of Pewaukee	Cash	1,000,000	0	0	0	0	0	1,000,000
Kopmeier Lift Station City of Pewaukee	Cash	0	0	150,000	1,000,000	0	0	1,150,000
Forest Grove Lift Station Upgrade/Replacement	G.O. Debt	0	0	3,500,000	0	0	0	3,500,000
Forest Grove Lift Station Upgrade/Replacement	Cash	0	1,000,000	0	0	0	0	1,000,000
Sherwood Lift Station	G.O. Debt	1,250,000	2,750,000	0	0	0	0	4,000,000
Meadowbrook Lift Station-Rehab	G.O. Debt	200,000	0	0	0	0	0	200,000
Meadowbrook Lift Station-Rehab	Cash	0	2,250,000	0	0	0	0	2,250,000
Glacier Ridge Lift Station	G.O. Debt	0	75,000	850,000	0	0	0	925,000
Broken Hill Lift Station Expansion	G.O. Debt	0	0	0	0	0	3,500,000	3,500,000
Broken Hill Lift Station Expansion	Cash	0	0	0	200,000	200,000	0	400,000
Lift Station Security Upgrades	Cash	25,000	25,000	25,000	25,000	25,000	25,000	150,000
Trailer - Tools/equipment	Cash	0	0	0	0	15,000	10,000	25,000
Sewer Jetter(Shared w/stormwater)	Cash	18,000	18,000	18,000	18,000	18,000	18,000	108,000
Sherwood Forest/Busse Rd	G.O. Debt	200,000	3,800,000	0	0	0	0	4,000,000
Rolling Ridge Sewer I	G.O. Debt	175,000	1,600,000	0	0	0	0	1,775,000
Rolling Ridge Sewer II	G.O. Debt	0	200,000	1,750,000	0	0	0	1,950,000
Kopmeier sewer re-lay under Pewaukee lake	G.O. Debt	2,900,000	0	0	0	0	0	2,900,000
Lindsay Road - Balmer Park to Swan Road	Cash	0	0	0	0	100,000	0	100,000
Lindsay Road - Balmer Park to Swan Road	G.O. Debt	0	0	0	0	0	1,500,000	1,500,000
Sanitary Sewer Lining	Cash	0	0	0	500,000	750,000	0	1,250,000
Sanitary Sewer Lining	G.O. Debt	500,000	500,000	500,000	0	0	750,000	2,250,000
SCADA software upgrade (sewer portion)	Cash	10,000	10,000	10,000	10,000	50,000	37,500	127,500
PLC & Control Upgrades (sewer portion)	Cash	22,500	22,500	22,500	25,000	25,000	27,500	145,000
Radio Upgrade - SCADA (sewer portion)	Cash	0	25,000	25,000	0	0	0	50,000
Surveying equipment (sewer portion)	Cash	0	0	0	0	0	17,500	17,500
Mapping GIS (sewer portion)	Cash	0	0	0	0	7,500	7,500	15,000
Utility Truck (sewer portion)	Cash	41,000	46,500	37,500	37,500	42,500	42,500	247,500
Utility Computers and mobil devices (sewer portion)	Cash	4,250	5,000	5,000	5,000	5,000	5,000	29,250
Utility Billing Software (sewer portion)	Cash	11,000	0	0	15,000	0	0	26,000
ESRI - Software for GIS & Open Gov (sewer portion)	Cash	0	0	0	0	0	10,000	10,000
Furniture/Remodel (sewer portion)	Cash	17,500	10,000	0	0	0	0	27,500
Actual CIP Costs		6,499,250	12,462,000	6,893,000	1,835,500	1,238,000	5,950,500	34,878,250

Sources of Funding	2026	2027	2028	2029	2030	2031	Totals
G.O. Debt	5,225,000	8,925,000	6,600,000	0	0	5,750,000	26,500,000
Cash	1,274,250	3,537,000	293,000	1,835,500	1,238,000	200,500	8,378,250
Total	6,499,250	12,462,000	6,893,000	1,835,500	1,238,000	5,950,500	34,878,250

Current Capital Project List Highlights

- Estimated Capital Projects in 2024 total \$4,437,085
- Estimated Capital Projects in 2025 total \$3,319,500
- Estimated Capital Projects in 2026 total \$6,499,250
- Year-end cash balance 2023 \$20,790,513
- Borrowing anticipated for Capital projects in 2026, 2027, 2028 and 2031

Do Nothing – Cash Depleted by 2029

	Budget	Projected								
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Revenues										
Total Revenues from User Rates ¹	\$4,458,440	\$4,458,440	\$4,458,440	\$4,458,440	\$4,458,440	\$4,458,440	\$4,458,440	\$4,458,440	\$4,458,440	\$4,458,440
Percent Increase to User Rates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Cumulative Percent Rate Increase	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Dollar Amount Increase to Revenues		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Revenues	\$545,595	\$170,862	\$158,741	\$151,126	\$144,608	\$144,816	\$145,027	\$145,240	\$145,454	\$145,671
Total Revenues	\$5,004,035	\$4,629,302	\$4,617,181	\$4,609,566	\$4,603,048	\$4,603,256	\$4,603,467	\$4,603,680	\$4,603,894	\$4,604,111
Less: Expenses										
Operating and Maintenance ²	\$4,942,971	\$5,091,260	\$5,243,998	\$5,401,318	\$5,563,357	\$5,730,258	\$5,902,166	\$6,079,231	\$6,261,608	\$6,449,456
Net Before Debt Service and Capital Expenditures	\$61,064	(\$461,958)	(\$626,817)	(\$791,751)	(\$960,309)	(\$1,127,002)	(\$1,298,699)	(\$1,475,551)	(\$1,657,714)	(\$1,845,345)
Debt Service										
Existing Debt P&I	\$445,032	\$439,844	\$437,985	\$435,741	\$420,466	\$417,153	\$405,536	\$305,577	\$302,944	\$305,760
New (2026-2035) Debt Service P&I	\$0	\$381,083	\$909,688	\$1,188,625	\$1,321,375	\$1,392,313	\$1,456,250	\$1,638,250	\$1,712,750	\$1,772,500
Total Debt Service	\$445,032	\$820,928	\$1,347,672	\$1,624,366	\$1,741,841	\$1,809,466	\$1,861,786	\$1,943,827	\$2,015,694	\$2,078,260
Transfer In (Out)/Sale of Cap. Assets/Coll. of Special Assess.	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Less: Capital Improvements	\$6,690,774	\$12,721,610	\$7,092,885	\$1,835,500	\$1,238,000	\$6,124,112	\$0	\$0	\$0	\$0
Debt Issued/Grants/Aid	\$5,380,000	\$9,045,000	\$5,910,000	\$0	\$0	\$4,395,000	\$0	\$0	\$0	\$0
Net Annual Cash Flow	(\$1,664,742)	(\$4,929,496)	(\$3,127,374)	(\$4,221,617)	(\$3,910,151)	(\$4,635,579)	(\$3,130,485)	(\$3,389,378)	(\$3,643,407)	(\$3,893,605)
Restricted and Unrestricted Cash Balance:										
Balance at first of year	\$12,411,486	\$10,746,744	\$5,817,248	\$2,689,874	(\$1,531,743)	(\$5,441,894)	(\$10,077,473)	(\$13,207,958)	(\$16,597,336)	(\$20,240,743)
Net Annual Cash Flow Addition/(subtraction)	(\$1,664,742)	(\$4,929,496)	(\$3,127,374)	(\$4,221,617)	(\$3,910,151)	(\$4,635,579)	(\$3,130,485)	(\$3,389,378)	(\$3,643,407)	(\$3,893,605)
Balance at end of year	\$10,746,744	\$5,817,248	\$2,689,874	(\$1,531,743)	(\$5,441,894)	(\$10,077,473)	(\$13,207,958)	(\$16,597,336)	(\$20,240,743)	(\$24,134,349)
"All-in" Debt Coverage	0.20	(0.53)	(0.44)	(0.47)	(0.53)	(0.61)	(0.68)	(0.74)	(0.81)	(0.87)

Notes:

- 1) Assumes no changes in customer count.
- 2) Assumes 3.00% annual inflation beyond budget year.

Legend:

- Increase depicted to maintain with assumed O&M inflation
- Increase needed above inflationary adjustment
- No CIP provided

10-year Cash Flow Analysis

	Budget					Projected				
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Revenues										
Total Revenues from User Rates ¹	\$5,111,418	\$5,860,029	\$6,718,282	\$7,702,233	\$7,933,300	\$8,171,299	\$8,416,438	\$8,668,931	\$8,928,999	\$9,196,869
Percent Increase to User Rates	14.65%	14.65%	14.65%	14.65%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Cumulative Percent Rate Increase	14.65%	31.44%	50.69%	72.76%	77.94%	83.28%	88.78%	94.44%	100.27%	106.28%
Dollar Amount Increase to Revenues		\$748,612	\$858,253	\$983,951	\$231,067	\$237,999	\$245,139	\$252,493	\$260,068	\$267,870
Total Other Revenues	\$545,595	\$172,495	\$163,881	\$161,929	\$159,718	\$158,876	\$156,815	\$159,126	\$161,428	\$163,753
Total Revenues	\$5,657,013	\$6,032,524	\$6,882,163	\$7,864,162	\$8,093,018	\$8,330,175	\$8,573,253	\$8,828,057	\$9,090,427	\$9,360,622
Less: Expenses										
Operating and Maintenance ²	\$4,942,971	\$5,091,260	\$5,243,998	\$5,401,318	\$5,563,357	\$5,730,258	\$5,902,166	\$6,079,231	\$6,261,608	\$6,449,456
Net Before Debt Service and Capital Expenditures	\$714,042	\$941,264	\$1,638,165	\$2,462,845	\$2,529,661	\$2,599,917	\$2,671,087	\$2,748,826	\$2,828,819	\$2,911,166
Debt Service										
Existing Debt P&I	\$445,032	\$439,844	\$437,985	\$435,741	\$420,466	\$417,153	\$405,536	\$305,577	\$302,944	\$305,760
New (2026-2035) Debt Service P&I	\$0	\$381,083	\$909,688	\$1,188,625	\$1,321,375	\$1,392,313	\$1,456,250	\$1,638,250	\$1,712,750	\$1,772,500
Total Debt Service	\$445,032	\$820,928	\$1,347,672	\$1,624,366	\$1,741,841	\$1,809,466	\$1,861,786	\$1,943,827	\$2,015,694	\$2,078,260
Transfer In (Out)/Sale of Cap. Assets/Coll. of Special Assess.	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Less: Capital Improvements	\$6,690,774	\$12,721,610	\$7,092,885	\$1,835,500	\$1,238,000	\$6,124,112	\$0	\$0	\$0	\$0
Debt Issued/Grants/Aid	\$5,380,000	\$9,045,000	\$5,910,000	\$0	\$0	\$4,395,000	\$0	\$0	\$0	\$0
Net Annual Cash Flow	(\$1,011,764)	(\$3,526,274)	(\$862,392)	(\$967,021)	(\$420,181)	(\$908,661)	\$839,301	\$834,999	\$843,126	\$862,905
Restricted and Unrestricted Cash Balance:										
Balance at first of year	\$12,411,486	\$11,399,722	\$7,873,448	\$7,011,056	\$6,044,035	\$5,623,854	\$4,715,193	\$5,554,494	\$6,389,493	\$7,232,619
Net Annual Cash Flow Addition/(subtraction)	(\$1,011,764)	(\$3,526,274)	(\$862,392)	(\$967,021)	(\$420,181)	(\$908,661)	\$839,301	\$834,999	\$843,126	\$862,905
Balance at end of year	\$11,399,722	\$7,873,448	\$7,011,056	\$6,044,035	\$5,623,854	\$4,715,193	\$5,554,494	\$6,389,493	\$7,232,619	\$8,095,524
"All-in" Debt Coverage	1.67	1.18	1.24	1.53	1.47	1.45	1.45	1.43	1.42	1.42

Notes:

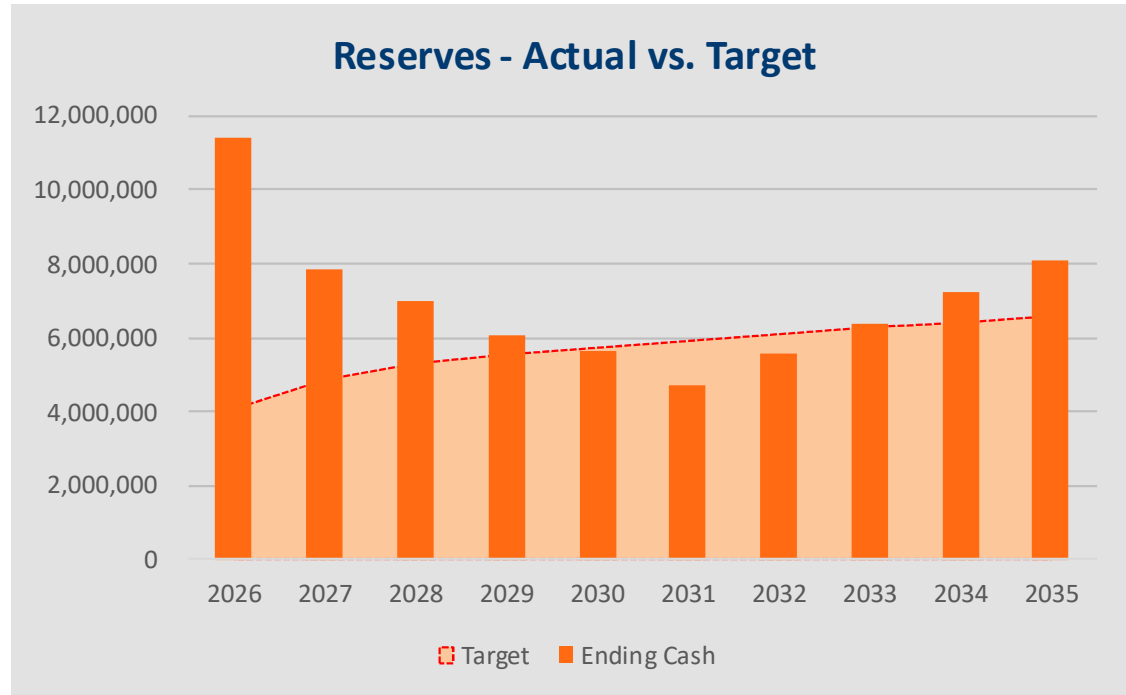
- 1) Assumes no changes in customer count.
- 2) Assumes 3.00% annual inflation beyond budget year.

Legend:

- Increase depicted to maintain with assumed O&M inflation
- Increase needed above inflationary adjustment
- No CIP provided

Projected Reserves

- Plan keeps reserves at minimum target



Impact on Avg. Res. Bill: Percent increase

Year	Sewer					Utility Bill (Annual)	Change Over Prior Year	% of MHI (112,093)	Year
	Increase	Sewer Operating REU Charge ¹	Sewer Administrative Charge ²	Utility Bill (Quarterly)	Change Over Prior Year				
2025		110.30	30.70	\$ 141.00		\$ 564.00		0.50%	2025
2026	14.65%	126.45	35.20	\$ 161.65	\$ 20.65	\$ 646.60	\$ 82.60	0.58%	2026
2027	14.65%	144.97	40.35	\$ 185.33	\$ 23.68	\$ 741.30	\$ 94.70	0.66%	2027
2028	14.65%	166.21	46.26	\$ 212.47	\$ 27.14	\$ 849.87	\$ 108.57	0.76%	2028
2029	14.65%	190.55	53.04	\$ 243.59	\$ 31.12	\$ 974.35	\$ 124.47	0.87%	2029
2030	3.00%	196.27	54.63	\$ 250.89	\$ 7.31	\$ 1,003.58	\$ 29.23	0.90%	2030
2031	3.00%	202.15	56.27	\$ 258.42	\$ 7.53	\$ 1,033.68	\$ 30.11	0.92%	2031
2032	3.00%	208.22	57.95	\$ 266.17	\$ 7.75	\$ 1,064.69	\$ 31.01	0.95%	2032
2033	3.00%	214.47	59.69	\$ 274.16	\$ 7.99	\$ 1,096.63	\$ 31.94	0.98%	2033
2034	3.00%	220.90	61.48	\$ 282.38	\$ 8.22	\$ 1,129.53	\$ 32.90	1.01%	2034
2035	3.00%	227.53	63.33	\$ 290.85	\$ 8.47	\$ 1,163.42	\$ 33.89	1.04%	2035
Total Change over planning period					\$ 149.85	\$ 599.42			

Notes:

1. The current Sewer operating charge takes into consideration the annual Operating, Maintenance and Debt expenses of the utility then assigns a cost per residential equivalent unit (REU).
2. The Sewer Administrative charge considers administrative charges like billing, accounting and insurance and charges quarterly per customer fee.

Sewer: Recommendations

- Phase 2 allocation of costs to define appropriate variance between Operating Charge and Administrative Charge
- Continually define long term capital needs
- This plan identifies the minimum recommended revenue adjustments given all current facts and circumstances with following goals
 - ✓ Max use of cash while maintaining reserves benchmark
 - ✓ Keep “All-in” Debt Coverage around 1.4 (minimum recommendation)
- Identify other ratemaking goals (if any)

Questions?

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action to apply for a Joint Quiet Zone for Duplainville Road and Parkside Road with the Village of Pewaukee's Forest Grove Drive, Oakton Avenue, Wisconsin Avenue and Kopmeier Drive. [Wagner/Gabbey]

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner/Michaelis Gabbey

Background:

The City is pursuing a Quiet Zone along the Canadian National (CN) rail corridor, impacting the crossings at Watertown Road, Green Road, and Weyer Road and along the Canadian Pacific (CP) rail corridor impacting the crossings at Springdale Road, Duplainville Road, and Parkside Road. These Quiet Zone crossings are at various stages of development. The location and status of each crossing are listed in the attached supporting documents.

City Staff met with the consultant for the Quiet zone crossing studies (R.A. Smith) and the Village of Pewaukee on November 7, 2025 to discuss a request from the Village of Pewaukee to consider a joint Quiet Zone along the Canadian Pacific rail corridor. This joint Quiet Zone would include the crossings at Duplainville Road, Forest Grove Drive, Oakton Avenue, Wisconsin Avenue, Kopmeier Drive, and Parkside Road. The primary purpose of this joint Quiet Zone would be to fast-track Quiet Zone approval for the crossings within the Village of Pewaukee. Multiple of the Village crossings require implementation of an Alternative Safety Measure (ASM) which requires an 18-24 month review period. Implementation of these ASMs would not be necessary if a joint Quiet Zone containing all of the crossings listed above is pursued. City Staff recommends that these ASMs are still implemented by the Village to protect roadway users, however their approval through the Federal Railway Administration (FRA) would not be necessary.

One of the major concerns from City Staff is that the joint Quiet Zone might no longer meet qualifications if an accident occurred at one of the crossings. Multiple Village crossings have non-typical layouts which present heightened risk for train/vehicle accidents. Tom Domres from the FRA has provided guidance stating that in the event of a crash, the City of Pewaukee could file an amended Notice of Establishment removing the affected crossing from the joint Quiet Zone. This would allow the joint Quiet Zone to remain in effect while improvements are completed to bring the affected crossing back into compliance.

The Public Works Committee recommended approval of this to the Council for further action at its January 22, 2026 meeting.

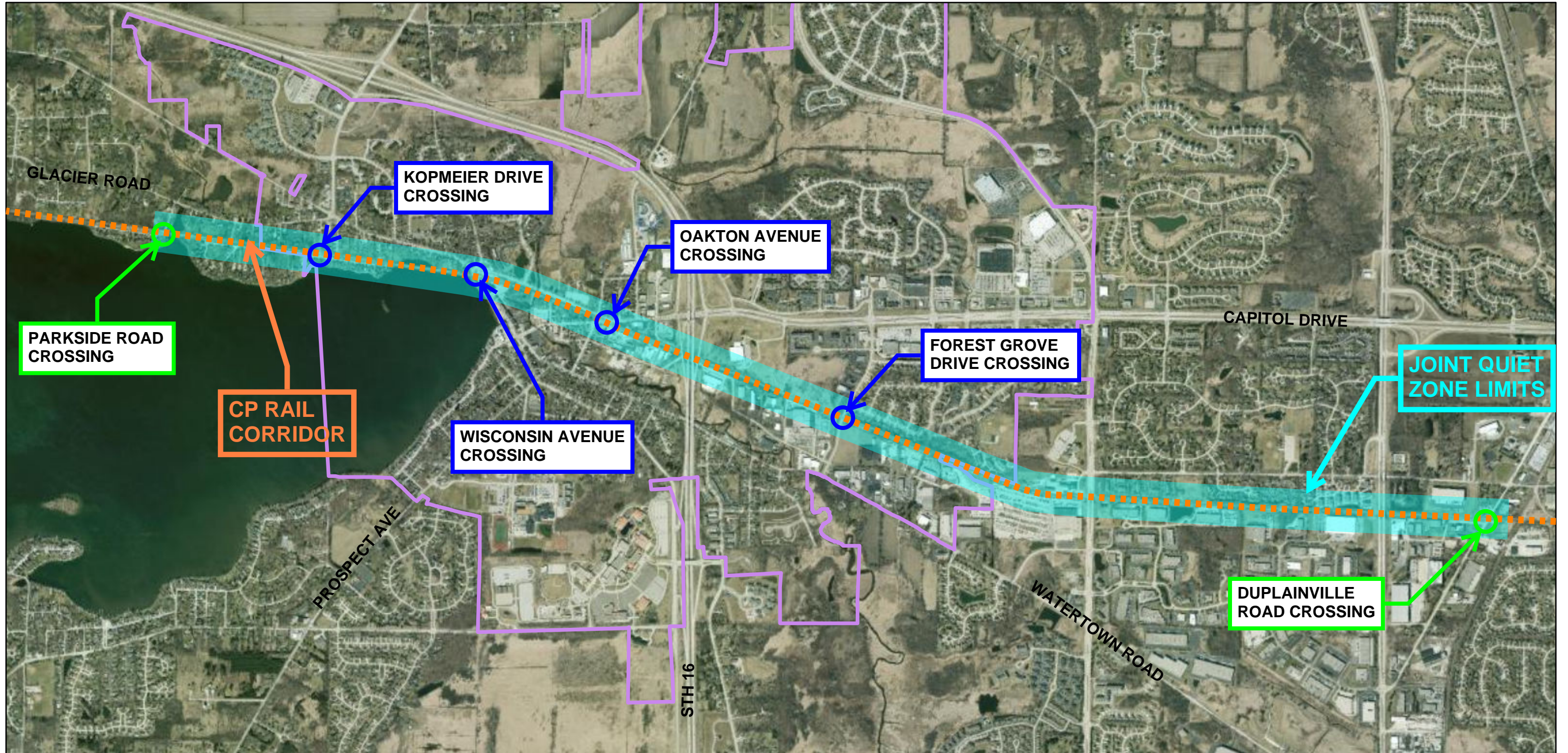
Fiscal Impact:

There is no current or anticipated financial impact for this item.

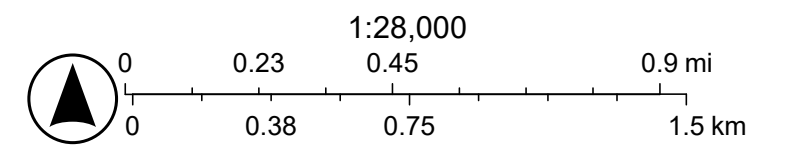
Recommended Motion:

Common Council direct staff to draft an Intergovernmental Agreement to establishment of a joint Quiet Zone with the Village of Pewaukee including the crossings at Duplainville Road, Forest Grove Drive, Oakton Avenue, Wisconsin Avenue, Kopmeier Drive, and Parkside Road contingent on the Village constructing the ASMs which would be required for individual establishment.

Pewaukee Joint Quiet Zone



1/19/2026, 1:42:20 PM



SE Wisc Reg Planning Comm, SEWRPC, Vantor

From: [Bruggeman, John](#)
To: [Wagner, Magdelene](#); [Gabbey, Michaelis](#); [Matt Heiser](#); [David Buechl](#); [Klein, Scott](#)
Cc: [Scholbe, Jake](#)
Subject: Pewaukee City/Village Quiet Zone Follow-Up
Date: Sunday, December 21, 2025 6:09:33 PM
Attachments: [image001.png](#)



All,

We received the following *responses* from Tom Domres at the FRA as a result of our last meeting between the Village and City to discuss the joint Quiet Zone process. Please review these responses and let me know if this is sufficient information for you at this time.

1. Could a temporary partnership between the City and Village be established while the Village simultaneously applied for an ASM approval at the Wisconsin & Oakton crossings to limit their risk of losing quiet zone status? In other words, could both municipalities apply for a joint quiet zone now in the existing condition while the Village would concurrently submit for ASM approvals at Wisconsin and (future) Oakton?

The recommended path forward on this would be to apply for a joint Quiet Zone, with one of the communities taking the lead. When the Quiet Zone needs to be modified (for example, when the Village's ASM's are approved), the non-lead agency submits a Notice of Establishment (NOE), which requires a 21-day period for implementation. Upon completion of the 21-day period, the lead agency would submit an Amended NOE that removes the extra crossings from the original Quiet Zone. The Amended NOE would take effect upon receipt of the Amended NOE submittal to stakeholders.

2. What is the process/timeline to re-establish a quiet zone if the joint Quiet Zone came out of compliance (presumably due to a crash) or needed to be reestablished per the scenario outlined in #1? Would a termination occur immediately after issuing a notice and then to reestablish under a standalone City quiet zone, they would follow the same NOI/NOE process as they are following now for Duplainville and Parkside (~3 months)?

If a crash occurs and pulls the Quiet Zone out of compliance, the communities would be notified and they would have a six-month period to commit to improving the crossings. After that commitment, the communities would have 3 years to actually implement the improvements.

The recommended process for establishing/re-establishing quiet zones is the Amended NOE process outlined in #1 (rather than the termination/NOI/NOE process). For example, if the City was the lead agency in the original quiet zone and a crash occurred at one of the Village's crossings, the City could move forward with an Amended NOE that removes the Village's crossings and that change would take effect upon receipt of the Amended NOE submittal to stakeholders. The Village would work through their own (independent) Quiet Zone establishment process to set up the new quiet zone for only the Village's crossings, which would

include the typical NOI, public authority application, construction, and NOE.

Thanks,

John P. Bruggeman, P.E., PTOE
Senior Traffic Project Manager



16745 West Bluemound Road, Brookfield, WI 53005-5938

direct: 262-317-3353

fax: 262-781-8466

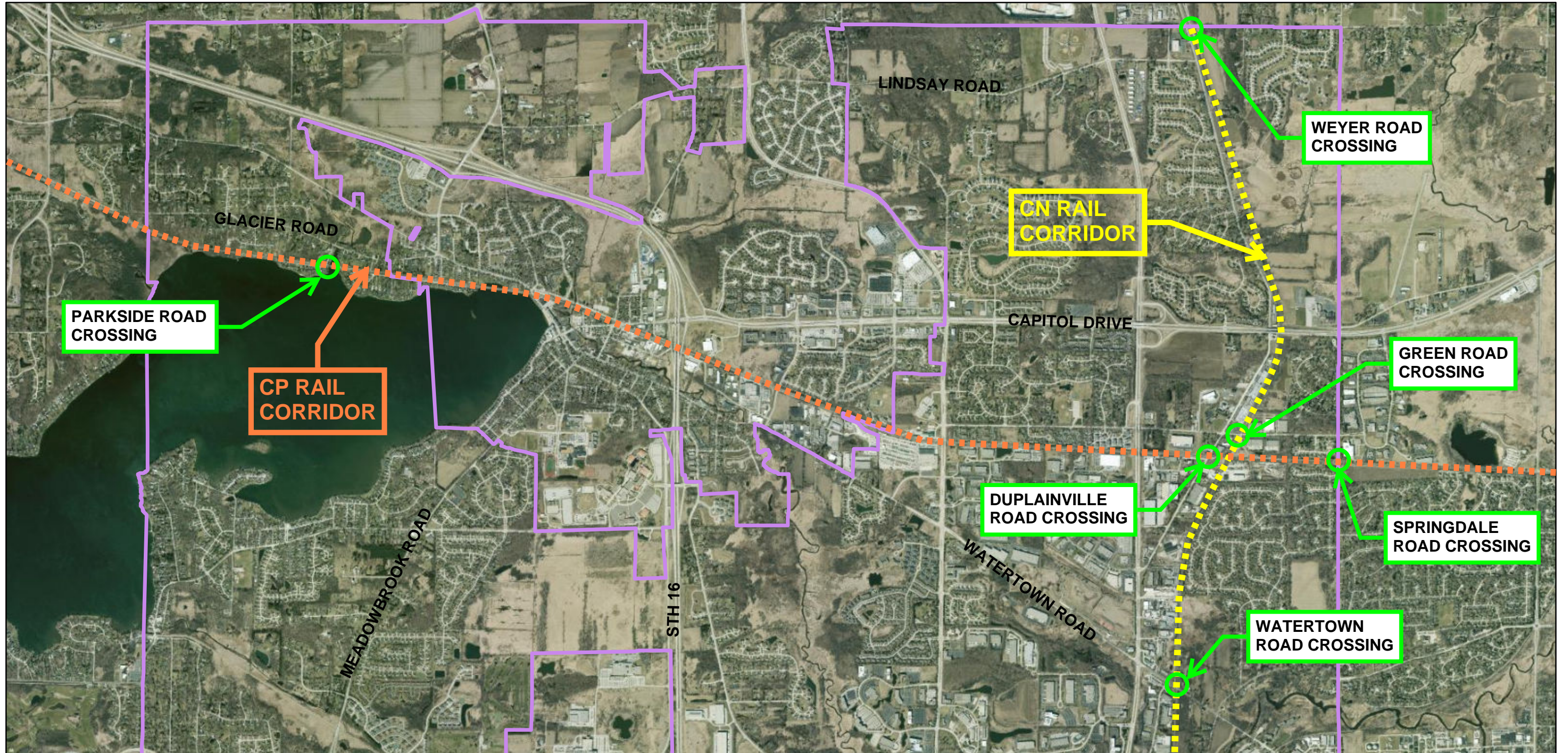
John.Bruggeman@raSmith.com

www.linkedin.com/in/johnpbruggeman/

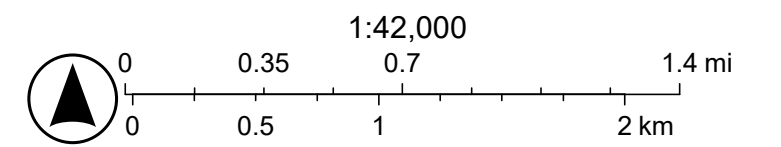
[LinkedIn](#)

raSmith.com

Pewaukee Railroad Crossings



1/19/2026, 1:39:45 PM



SE Wisc Reg Planning Comm, SEWRPC, Vantor

Quiet Zone Status – 1/22/2026

Weyer Rd

The Alternative Safety Measure (ASM) was approved by the FRA on 12/3/25 after an 18-month review. This allows for a Quiet Zone to be established at the crossing after the proposed medians on either side of the track are constructed.

Duplainville Rd

A Notice of Intent (NOI) was issued on 6/19/25 for this crossing, requiring a 60-day comment period for stakeholders. No comments were received. Since the existing four quadrant gates are considered Supplemental Safety Measures (SSMs) and automatically qualify as a quiet zone, the next step is to issue a Notice of Establishment (NOE), which establishes the quiet zone within a 21-day period. The issuance of the NOE is on hold until there is further direction on the potential joint City-Village quiet zone.

Green Rd/Watertown Rd

A Notice of Intent (NOI) was issued on 9/5/25 for this crossing, requiring a 60-day comment period for stakeholders. No comments were received. The next step is to develop plans and construct raised medians (SSMs) at both crossings. After construction, an NOE can be issued to implement the quiet zone.

Parkside Rd

A Diagnostic Review Meeting was held on 10/6/25 to discuss the crossing and proposed quiet zone. The crossing automatically qualifies as a quiet zone due to four-quadrant gates, which is an SSM. The issuance of the NOI/NOE is on hold until there is further direction on the potential City-Village quiet zone.

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action to approve the Intergovernmental Agreement regarding Transfer of Phosphorus and Total Suspended Solids Credits from Fox River Water Pollution Control Center to Others as Part of Fox Illinois Total Maximum Daily Load.

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

As the Wisconsin Department of Natural Resources (WDNR) is developing a Total Maximum Daily Load (TMDL) for the Upper Fox River, each community which is tributary to the Fox River will be required to reduce pollutants to a level set forth as part of the TMDL. The City will need to reduce at least two key pollutants: phosphorus and total suspended solids (TSS).

Both of these pollutants are also removed as part of the waste treatment at the Fox River Water Pollution Control Center (FRWPCC) through their Wisconsin Pollution Discharge Elimination System (WPDES) permit. The current phosphorus and TSS removal levels in the WPDES permit for the treatment plant exceed the levels being set in the TMDL for the permitted communities. The FRWPCC will not be allowed to reduce their treatment levels from their WPDES permit to meet the new levels set forth in the TMDL. The City owns 17.22% of the FRWPCC. As part of the TMDL, communities are allowed to transfer credits from the excess waste load treatment at the FRWPCC to the City through the Storm Water Utility (SWU) as credits for their Municipal Separate Storm Sewer System (MS4) TMDL allocations.

The Intergovernmental Agreement (IGA) outlines this transfer of credits from the FRWPCC to the City and the costs associated with the treatment/removals. This is the most cost-effective and economical way to remove these pollutants. Staff supports this IGA and methodology for its allocation. In some cases, we will need to do additional treatment within our municipal boundaries but this is a large component to meeting our removal rates that will be set forth in the TMDL for the City. These credits will show up on our Sewer Utility billing. Staff will have some internal accounting transfers from the SWU to the Sewer Utility to pay for these costs. The costs will be adjusted annually as the phosphorus and TSS loading and costs change annually.

Staff is recommending approval of the IGA. Public Works Committee recommended approval of the IGA at the January 22, 2026 meeting.

Fiscal Impact:

Phosphorus

The Sewer Utility will receive an additional cost of \$7,544.52. The Storm Water Utility would cover these additional costs for the Sewer Utility to receive the transfer credits.

TSS

The Sewer Utility will receive an additional cost of \$1,336.93. The Storm Water Utility would cover these additional cost to the Sewer Utility to receive the transfer credits.

Recommended Motion:

Common Council approve the IGA contingent on Director of Public Works and City Attorney approval.

**TRANSFER OF PHOSPHOROUS AND TOTAL SUSPENDED SOLIDS CREDITS
FROM FOX RIVER WATER POLLUTION CONTROL CENTER TO OTHERS AS
PART OF FOX ILLINOIS RIVER TOTAL MAXIMUM DAILY LOAD**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
CITY OF BROOKFIELD
AND
CITY OF PEWAUKEE**

This Intergovernmental Agreement (“IGA”) is entered into as of the date of last signature below by and between the City of Brookfield (the “City”) as manager of the Fox River Water Pollution Control Center (the “FRWPCC”), with its municipal offices located at 2000 N. Calhoun Road, Brookfield, WI 53005 and FRWPCC located at 21225 Enterprise Ave, Brookfield, WI 53045 and the City of Pewaukee (MUNICIPALITY), with its municipal offices located at W240N3065 Pewaukee Road, Pewaukee, WI 53072.

WHEREAS, the City of Brookfield owns and operates the sanitary sewer treatment facility known as the FRWPCC; and

WHEREAS, MUNICIPALITY is currently under contract with FRWPCC for sewage treatment; and

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) established a Total Maximum Daily Load (TMDL) for phosphorous and total suspended solids to be discharged to the Fox Illinois River; and

WHEREAS, the FRWPCC was assigned a waste load allocation for phosphorous and total suspended solids as part of the TMDL; and

WHEREAS, the FRWPCC permit to discharge under the Wisconsin Pollution Discharge Elimination System (WPDES) provides for a concentration discharge limit for phosphorous and total suspended solids that results in more load being removed than is required under the TMDL for both phosphorous and total suspended solids; and

WHEREAS, the WDNR TMDL provides for transfer of excess waste load allocation to a municipality’s Municipal Separate Storm Sewer System (MS4) within the watershed and, in particular, tributary to the FRWPCC to aid in meeting that municipality’s TMDL load allocations; and

WHEREAS, MUNICIPALITY desires FRWPCC to transfer some of its excess waste load allocation to MUNICIPALITY so that MUNICIPALITY can obtain credit toward its MS4 TMDL load allocation; and

WHEREAS, FRWPCC is willing to transfer its excess waste load allocation to MUNICIPALITY in exchange for payment on a per pound basis according to the terms and conditions of this IGA.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the FRWPCC and the MUNICIPALITY agree to the following:

1. RECITALS. The above-referenced recitals are true and correct and hereby incorporated by reference.
2. PAYMENT. FRWPCC will transfer its excess waste load allocation for phosphorous and total suspended solids (the "Allocation") to MUNICIPALITY on a per pound basis proportionate to the amount of plant capacity that MUNICIPALITY owns, for the price as set forth in Exhibit A, which is hereby attached and incorporated herein. MUNICIPALITY must pay FRWPCC on a quarterly basis. Any amount which has not been timely paid shall bear interest at the rate of 1% per month.
3. CREDIT. As a result of the transfer and payment set forth in Paragraph 2, MUNICIPALITY may use the Allocation amount as credit to its MS4 TMDL load allocation.
4. TERM. This IGA shall be effective upon the date of last signature below and shall remain in perpetuity or until amended as set forth in Paragraph 5. Termination of this IGA requires a written notice delivered to the office of the other party, such notice specifying the date of the termination which date shall not be less than sixty (60) days from the date of the notice of termination.
5. AMENDMENT. Any modification to this IGA shall be in writing and signed by both the FRWPCC and the MUNICIPALITY.
6. SEVERABILITY. If a court of competent jurisdiction finds any part of this IGA unenforceable, then the remainder of this IGA shall not be affected and continue in full force and effect.
7. APPLICABLE LAW. The laws of the State of Wisconsin shall apply to this IGA.
8. RESOLVING DISPUTES. If a dispute arises under this IGA, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator located in southeastern Wisconsin. Any costs and fees, other than attorneys' fees, associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court. Venue in any action brought under this IGA shall be proper only in either Circuit Court

for Waukesha County or the United States District Court for the Eastern District of Wisconsin.

9. NOTICES. Unless otherwise set forth herein, all notices and other communications in connection with this IGA shall be in writing and shall be considered given as follows:

- A. When delivered personally to the recipient's address as stated below; or
- B. Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated below.

FRWPCC: City of Brookfield
Attn: Director of Public Works
2000 North Calhoun Road
Brookfield, WI 53005

MUNICIPALITY: City of Pewaukee
Attn: Director of Public Works
W240N3065 Pewaukee Road
Pewaukee, WI 53072

10. INDEPENDENCE OF THE PARTIES. This IGA does not create a partnership. Neither party may contract on behalf of the other party.

11. SUCCESSORS AND ASSIGNS. The FRWPCC and MUNICIPALITY each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of the other party with respect to all covenants of this Agreement.

12. AUTHORITY OF SIGNATORIES. Each person signing this IGA certified that the person is properly authorized by the party's governing body to execute this IGA.

(Signature page to follow)

FRWPCC

MUNICIPALITY

By: _____
Steven V. Ponto, Mayor

By: _____
Steve Bierce
Mayor

Date: _____

Date: _____

By: _____
Sara Bruckman
City Clerk

By: _____
Kelly Tarczewski
City Clerk

Date: _____

Date: _____

Costs for transferring Excess Waste Load Allocations for Phosphorous and TSS

Total O&M costs for treatment (less SIU pretreatment revenue)	\$ 4,434,621
Influent pounds phosphorous	129,787
Effluent pounds phosphorous	3,194
Pounds phosphorous removed	126,593
Cost per pound of phosphorous removed	\$ 35.03

P - Permitted Total Excess WLA

	Excess P (lbs)	Transfer	Unit cost	Cost / pound	Capacity	Capacity	Credit for	Net Change*
Muni	2326	% of P	P removed	P transferred	Owned (MGD)	(%)	WLA Transfer	(\$)
COB	809	34.8%	\$ 35.03	\$ 28,339.71	6.07652	48.61%	\$ 39,609.69	\$ 11,269.98
TOB	259	11.1%	\$ 35.03	\$ 9,072.91	1.40348	11.23%	\$ 9,148.56	\$ 75.65
COP	616	26.5%	\$ 35.03	\$ 21,578.81	2.153	17.22%	\$ 14,034.29	\$ (7,544.52)
VOP	172	7.4%	\$ 35.03	\$ 6,025.25	2.000	16.00%	\$ 13,036.97	\$ 7,011.71
VMF	308	13.2%	\$ 35.03	\$ 10,789.41	0.180	1.44%	\$ 1,173.33	\$ (9,616.08)
LPSD	0	0.0%	\$ 35.03	\$ -	0.687	5.50%	\$ 4,478.20	\$ 4,478.20
		93.0%						
New Berlin	162	7.0%	\$ 35.03	\$ 5,674.95	0	0.00%	\$ -	\$ (5,674.95)
		100.0%		\$ 81,481.03	12.500	100.00%	\$ 81,481.03	\$ -

* Positive numbers are reductions in costs. Negative numbers are additional costs above the norm for receiving the additional P & TSS WLA Credits.

Total O&M costs for treatment (less SIU pretreatment revenue)	\$ 4,434,621
Influent pounds TSS	6,089,890
Effluent pounds TSS	176,036
Pounds TSS removed	5,913,854
Cost per pound of TSS removed	\$ 0.75

TSS - Permitted Total Excess WLA

	Excess TSS (tons)	Transfer	Unit cost	Cost / ton	Capacity	Capacity	Credit for	Net Change*
Muni	169	% of TSS	TSS removed	TSS transferred	Owned (MGD)	(%)	WLA Transfer	(\$)
COB	30	17.8%	\$ 0.75	\$ 44,992.19	6.07652	48.61%	\$ 123,210.45	\$ 78,218.25
TOB	3.6	2.1%	\$ 0.75	\$ 5,399.06	1.40348	11.23%	\$ 28,457.64	\$ 23,058.57
COP	30	17.8%	\$ 0.75	\$ 44,992.19	2.153	17.22%	\$ 43,655.26	\$ (1,336.93)
VOP	6	3.6%	\$ 0.75	\$ 8,998.44	2.000	16.00%	\$ 40,552.96	\$ 31,554.52
VMF	17	10.1%	\$ 0.75	\$ 25,495.58	0.180	1.44%	\$ 3,649.77	\$ (21,845.81)
LPSD	0	0.0%	\$ 0.75	\$ -	0.687	5.50%	\$ 13,929.94	\$ 13,929.94
		51.2%						
New Berlin	82.4	48.8%	\$ 0.75	\$ 123,578.56	0	0.00%	\$ -	\$ (123,578.56)
		100.0%		\$ 253,456.02	12.500	100.00%	\$ 253,456.02	\$ -

* Positive numbers are reductions in costs. Negative numbers are additional costs above the norm for receiving the additional P & TSS WLA Credits.

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and Possible Action to Adopt **Resolution 26-02-04** Acknowledging Magdelene Wagner, P.E., Director of Public Works, as Authorized Representative for the City of Pewaukee for the Lakeview Boulevard Boat Launch and All Related Activities. [Wagner]

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

The Lakeview Boulevard Boat Launch is scheduled for reconstruction in 2026. The Wisconsin Department of Natural Resources has a grant which Staff plans to apply for to offset costs associated with reconstruction of the launch. The grant is a 50% matching grant. The resolution gives Maggie Wagner, Director of Public Works, to sign the associated paperwork for the grant application, award, reimbursement, and miscellaneous items associated with the reconstruction of the launch.

Fiscal Impact:

Recommended Motion:

Council adopt the resolution.

RESOLUTION NO. 26-02-04

**RESOLUTION ACKNOWLEDGING MAGDELENE WAGNER,
P.E., DIRECTOR OF PUBLIC WORKS,
AS AUTHORIZED REPRESENTATIVE FOR THE CITY OF PEWAUKEE
LAKEVIEW BOULEVARD BOAT LAUNCH AND ALL RELATED ACTIVITIES**

WHEREAS, the City of Pewaukee, Waukesha County, Wisconsin (the "Municipality") currently owns and operates Lakeview Boulevard Boat Launch for public outdoor recreation purposes as described in the application (the "Project"); and

WHEREAS, financial aid is required to carry out the project; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to designate one person as representative for the Project;

THEREFORE, BE IT RESOLVED that the City of Pewaukee has budgeted a sum sufficient to complete the project; and

BE IT FURTHER RESOLVED that the City of Pewaukee Council hereby acknowledges and appoints Magdelene Wagner, P.E., Director of Public Works, as the authorized representative for the City of Pewaukee anticipated Lakeview Boulevard Boat Launch Reconstruction project and related activities as follows:

- 1) Authorized representative to the Wisconsin Department of Natural Resources including all technical and financial matters for the Lakeview Boulevard Boat Launch Reconstruction Project.
- 2) Authorized representative to submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date.
- 3) Authorized representative to submit documents and take necessary action to undertake, direct, and complete the approved project.
- 4) Authorized representative to any and all departments, agencies of corporations involved, currently or in the future, with the City of Pewaukee Lakeview Boulevard Boat Launch Reconstruction project.

BE IT FURTHER RESOLVED that City of Pewaukee will comply with state or federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting, and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Presented by:

Seconded by:

City Councilperson

City Councilperson

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, City Clerk/Treasurer

I, Kelly Tarczewski, City Clerk of the City of Pewaukee do hereby certify that the above Resolution was duly adopted by a vote of _____ in favor and _____ opposed of the City Council of the City of Pewaukee on the 16th day of February, 2026. I further certify that the above Resolution was duly posted by me in 3 public places likely to give notice of its content on the _____ day of _____.

Kelly Tarczewski, City Clerk/Treasurer

City of Pewaukee - New Agenda Item

Agenda Language:

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

Cedar Gables currently has a developer's agreement and letter of credit for Phase 1 of the development. As the final design of the development progressed, it became apparent that Phase 1 depends on several features in Phase 2 to meet ordinance compliance primarily for storm water management. The City is seeking additional financial guarantee to ensure full compliance. Each item is addressed below.

Storm Water Management: Phase 1 of the development is just shy of meeting the City's ordinances for water quality, while Phase 2 exceeds the requirements in the City's ordinances. When reviewed in combination of Phase 1 and Phase 2 (which is how it was presented to Engineering for review), the entire development meets all of the requirements in the City's ordinances. Phase 2 is not planned to be constructed until a later date. To ensure the development meets the City's ordinances and since we do not have a Developer's Agreement or financial guarantee for Phase 2, additional financial guarantee is being added to Phase 1 which equates to the construction costs for the storm water management features (a wet pond) in Phase 2 to ensure all City ordinances are met for the development.

Cul-de-sac: Phase 1 is being constructed with a temporary tee turnaround. In the long term, this does not meet the needs of standards for access and turn around area for large trucks, including our fire engines. Additional financial guarantee is also being provided to construct a cul-de-sac should Phase 2 be delayed beyond an acceptable amount of time.

Water Main Loop: The Phase 1 developer's agreement states that if Phase 2 is not constructed, a water main loop may be required. We have determined that a water main loop will be required for the project if Phase 2 is not constructed or is substantially delayed. Additional financial guarantee is being provided to construct a water main loop if Phase 2 is delayed beyond an acceptable amount of time.

The Developer is also seeking to potentially replace the existing letter of credit with a bond. The bond would include the full value of the remaining letter of credit (\$1,593,053.05) plus the additional financial guarantee for the items above.

As of right now, I am waiting for the exact numbers but will update you as soon as they become available.

Fiscal Impact:

Recommended Motion:

Council approve the additional financial guarantee. If a bond replaces the letter of credit, Council approve the release of the existing letter of credit in full contingent on a fully executed bond being approved by the City Attorney and received at the City.

DEVELOPER'S AGREEMENT
FOR
CEDAR GABLES CONDOMINIUM
PHASE I
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT is made this 23rd day of December, 2024, between CEDAR GABLES LLC, a Wisconsin limited liability company, 13965 West Burleigh Street, Suite 101, Brookfield, Wisconsin, hereinafter called "DEVELOPER", and the CITY of PEWAUKEE in the County of Waukesha and the State of Wisconsin, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of land in the CITY, said land being described on EXHIBIT A attached hereto and incorporated herein, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to divide and develop SUBJECT LANDS for residential purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and Chapter 18 of the City of Pewaukee Municipal Code regulating land division and development; and

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of approval, the governing body of a municipality within which the SUBJECT LANDS lie may require that the DEVELOPER make and install any public improvements reasonably necessary and/or that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within a reasonable time; and

WHEREAS, said SUBJECT LANDS are presently zoned Rm-1 PUD, which allows the above-described development; and

WHEREAS, the DEVELOPER may be required to grant additional outlots, rights of way, or easements over a part of the SUBJECT LANDS for sanitary sewer, storm sewer and water; and

WHEREAS, the DEVELOPER and the CITY desire to enter into this Agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the CITY, provided that said public improvements are constructed to CITY specifications, ordinances, standards, and this Agreement and as required by the CITY Engineer, without cost to the CITY; and

WHEREAS, this Agreement is necessary to implement the CITY zoning and land division ordinances; and

WHEREAS, the DEVELOPER agrees to develop SUBJECT LANDS as herein described in accordance with this Agreement, conditions previously approved by the CITY Plan Commission and Governing Body of the CITY, conditions of all applicable governmental agencies, all CITY ordinances and all laws and regulations governing said development; and

WHEREAS, the CITY Plan Commission has given Conditional Use Permit approval to the development, as shown on the attached **Exhibit B**, conditioned in part upon the DEVELOPER and the CITY entering into a DEVELOPER's Agreement, as well as other conditions as approved by the CITY Common Council; and

WHEREAS, the DEVELOPER intends to proceed with Phase I of the development at this time; and

WHEREAS, the DEVELOPER is now seeking from the CITY Plan Commission and CITY Common Council final Certified Survey Map (CSM) and Condominium Plat approval for the development.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop SUBJECT LANDS as follows and as otherwise regulated by CITY ordinances and all laws and regulations governing said development, the parties hereto agree as follows:

DEVELOPER'S COVENANTS

SECTION I. MODEL BUILDINGS.

- A. **MODEL BUILDINGS DEFINED:** the phrase "Model Buildings" means the buildings shown on the attached **Exhibit C** as Buildings 1, 3, 9 and 10. The Model Buildings will be used as sales models.
- B. **CERTAIN PROVISIONS OF THIS AGREEMENT INAPPLICABLE TO MODEL BUILDINGS:** Subject to satisfaction of all standard requirements for a building permit, the CITY will issue a building permit for the Model Buildings prior to satisfaction of the following requirements of this Agreement:

Section III.B.3 (completion of sanitary sewer system)
Section III.B.4 (acceptance of sanitary sewer system)
Section III.C.3 (acceptance of water system)

Section III.D.3 (acceptance of surface and storm water drainage facilities)

Section IV.D.5 (clean and televise storm sewer)

Section XIII. Building and Occupancy Permits

- C. USE AND SALES OF UNITS IN MODEL BUILDINGS: The DEVELOPER may use the Model Buildings for sales models once the buildings have passed inspections and after items in Section III.B.3, Section III.B.4, and Section III.C.3 are completed; however, the DEVELOPER may not transfer title to any unit in the Model Buildings or the Model Buildings themselves until the requirements described in Paragraph B are satisfied.

SECTION II. PHASES

The DEVELOPER intends to develop the SUBJECT LANDS in two phases. The two phases are shown on the attached Exhibit C and are labelled as Phase I and Phase II. Phase I shall precede Phase II. All conditions for building permits, occupancy permits and the Financial Guarantee (defined below) set forth in this Agreement shall be applied separately to each phase so that the DEVELOPER is not required to perform such requirements for Phase II as conditions precedent for building permits or occupancy permits for Phase I. Time limits and deadlines in this Agreement apply to Phase I. Final Acceptance, as defined below, and dedication of improvements shall occur separately for Phase I and Phase II. The DEVELOPER shall notify the CITY in writing at least fifteen (15) days before commencing Phase II. The DEVELOPER may, but shall not be required to, commence Phase II before Final Acceptance of Phase I. All conditions for building permits, occupancy permits, and the Financial Guarantee set forth in this Agreement for Phase I shall apply to Phase II, which shall be incorporated in a separate Developers Agreement. The DEVELOPER shall be afforded the same time for completing tasks during Phase II as it is afforded for completing tasks during Phase I, and such time limits and deadlines shall be computed from commencement of Phase II. In the event the development of Phase II is not commenced within six months after completion of Phase I, a temporary turn around shall be required, and, if necessary to provide adequate fire flow, a loop in the water main may be required.

SECTION III. IMPROVEMENTS

- A. PUBLIC STREETS: The DEVELOPER hereby agrees that:
1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all public

street plans are in conformance with all federal, state, county and CITY specifications, regulations and ordinances, and written proof from the CITY Engineer evidencing review and approval of said plans.

2. The DEVELOPER shall grade and install all planned public streets in accordance with the Certified Survey Map (CSM), approved development plan of the development, or final Condominium Plat as the case may be and the plans and specifications attached hereto as Exhibit C.
3. Construction of the public streets providing access to and fronting a specific building will be completed, presented and accepted by the CITY Common Council through the first lifts of asphalt before any building permits are issued for said building.
4. The first lifts of the public streets will be completed and presented to the CITY Common Council no later than November 19, 2025, or as extended by the CITY Common Council.
5. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than October 15, 2026, unless extended by the CITY Common Council.
6. The DEVELOPER or the Condominium Association shall maintain public streets, including snowplowing, unless otherwise approved by the CITY Administrator, until accepted by resolution by the CITY Common Council.
7. The DEVELOPER shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until such time as the final lift of asphalt has been installed by the DEVELOPER and accepted by the CITY Common Council. The CITY shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the CITY. If said mud, dirt, stone or debris are not cleaned up after notification, the CITY will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the CITY.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS and necessary improvements, all in accordance with the plans, specifications and drawings attached hereto as Exhibit C and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the CITY and as approved by the CITY Engineer. All sanitary sewers shall be televised by the DEVELOPER thirty (30) days prior to final lift of paving. All reports and a copy of the video tape shall be submitted to the CITY for review a minimum of ten (10) business days prior to paving.
3. Except as provided in Section I.B., to clean and televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the CITY Engineer, supply the video tape to the CITY and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the CITY.
4. Except as provided in Section I.B., no building permits shall be issued until the sanitary sewer system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.
5. A Reserve Capacity Assessment for Sewer in the amount of \$3,502 (2024 rate) as adjusted annually, is payable for each Residential Equivalent Connection proposed in accordance with the rules and standards of the CITY prior to the issuance of a building permit for each unit.
6. An Interceptor Capacity Assessment for Sewer in the amount of \$6,826 (2024 rate) as adjusted annually is payable for each Residential Equivalent Connection proposed in accordance with the rules and standards of the CITY prior to the issuance of a building permit for each unit.

7. Sanitary sewer record drawings (as-builts) will be prepared by the CITY and all costs associated with the record drawings shall be billed by the CITY and paid and the DEVELOPER.

C. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings attached hereto as Exhibit C and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of water systems in the CITY and as approved by the CITY Engineer.
3. Except as provided in Section I.B., no building permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.
4. The CITY has established a Water Utility which will sell water and charge for same at a rate approved by the Public Service Commission to all homes in the SUBJECT LANDS on an individual basis. A Reserve Capacity Assessment for water in the amount of \$6,006 (2024 rate) as adjusted annually is understood to be payable upon each Residential Equivalent Connection proposed in accordance with the rules and standards of the CITY prior to issuance of a building permit for each building.
5. Water record drawings (as-builts) will be prepared by the CITY and all costs associated with the record drawings will be billed by the CITY and paid by the DEVELOPER.

D. SURFACE AND STORM WATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of surface and storm water facilities, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage

facilities plans are in conformance with all federal, state, county and CITY regulations, guidelines, specifications, laws and ordinances.

2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with this Agreement, all approved plans, specifications, and all applicable federal, state, and CITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer and the plans have been attached hereto and marked Exhibit C. Storm water piping located within utility easements and public road right-of-way within the Development will be dedicated to the CITY and accepted by the CITY. Maintenance of the infrastructure not dedicated to the CITY will be responsibility of the DEVELOPER or subsequent owners. The specific maintenance and management practices of all of the storm water structures and facilities shall be set forth in the Storm Water Management Practices and Maintenance Agreement to be agreed upon by the DEVELOPER and the CITY prior to the final development approval by the CITY.
3. Except as provided in Section I.B., the DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the CITY before any building permits are issued.
4. The CITY Common Council will not accept the surface and storm water drainage system until the entire system is installed and vegetative cover is installed in accordance with the plans and specifications approved by the CITY Engineer.
5. Except as provided in Section I.B., the DEVELOPER shall clean and televise all storm sewers, if any, prior to issuance of building permits and acceptance of improvements by the CITY Common Council.
6. The CITY retains the right to require DEVELOPER to install additional surface and storm water drainage measures if it is determined by the CITY Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area until

such time the CITY accepts the improvements by resolution and the guarantee period has ended.

7. Public storm water record drawings (as-builts) will be prepared by the CITY and all costs associated with the record drawings shall be billed by the CITY and paid by the DEVELOPER. Private storm water grading, pond, and swale record drawings (as-builts) shall be prepared by the DEVELOPER and submitted to the CITY for approval.

E. GRADING, EROSION AND SILT CONTROL: The DEVELOPER hereby agrees that:

1. Prior to commencing site grading and excavation associated with this Agreement, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, and CITY regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources and written proof that the CITY Engineer and the Army Corps of Engineers, if applicable, have approved said plans.
2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the CITY Engineer, Chapter 19 Ordinances, Department of Natural Resources and its Technical guidance, and Army Corps of Engineers, if applicable. Plans are attached hereto and marked Exhibit C.
3. All disturbed areas shall be restored to the satisfaction of the CITY Engineer in accordance with all applicable permits, approved plans, or as directed by any regulatory agency. Any cash or letter of credit held by the CITY will not be released until the CITY Engineer is satisfied that no further erosion measures are required and in accordance with all applicable permits.
4. To maintain all roads free from mud and dirt from construction of the development. DEVELOPER agrees to, at no cost to the CITY, clean the construction debris from the roadways at least once per day or as directed by the CITY Engineer.

F. LANDSCAPING AND SITE WORK: The DEVELOPER hereby agrees that:

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, paths and trails by use of sound conservation practices.
2. The DEVELOPER, as required by the CITY, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. Landscaping and removal of unwanted items, including buildings, wells, or soil absorption waste disposal areas, will be completed and certified as complete by the CITY Engineer prior to the issuance of any building permits.
4. The CITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the CITY rights-of-way, easements, outlots, and drainage ways now or in the future without reparations.
5. The DEVELOPER shall delineate all wetlands that are on or adjacent to the Condominium Plat by means of cedar post, as approved by the CITY staff prior to the issuance of building permits.

G. STREET SIGNS AND TRAFFIC CONTROL SIGNS: The DEVELOPER hereby agrees that:

1. Street signs, traffic control signs, culverts, posts and guard rails as required by all applicable federal, state, and CITY regulations, guidelines, specifications, laws, and ordinances shall be obtained and placed by the CITY, or by the DEVELOPER with approval of the CITY, and the cost thereof shall be paid by the DEVELOPER.
2. All traffic control signs and street signs, as required by the CITY, will be installed within five (5) working days of the placement of the first lifts of asphalt.

H. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the CITY Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water

management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the CITY is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the CITY may cause such work to be carried out and shall charge against the Financial Guarantee held by the CITY pursuant to this Agreement.

SECTION IV. TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Section III above shall be completed by the DEVELOPER by October 15, 2027 except as otherwise provided for in this Agreement.

As noted in Section III.A.4, the first lift of asphalt of the public streets will be completed and presented to the CITY no later than November 19, 2025, or no later than the Wednesday before Thanksgiving Day of the year the development starts construction, or as extended by the CITY.

As noted in Section III.A.5, the final lift of asphalt shall be placed on all public streets after at least one winter season, but no later than October 15, 2026, or the year after the binder was placed unless extended by the CITY.

SECTION V. FINAL ACCEPTANCE.

Throughout this Agreement, various stages of the development will require approval by the CITY. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the CITY Common Council. The CITY common council shall not deny Final Acceptance provided the improvements are completed as required by this Agreement. It is understood that building permits will be issued pursuant to Section I for the Model Buildings and may otherwise be issued by the CITY prior to the time of Final Acceptance of all of the improvements. The one-year correction period for this Agreement shall not commence to run until Final Acceptance by the CITY of all public improvements is granted. The issuance of building permits and approval of various items of development shall not commence the one-year guarantee period.

The Final Acceptance of all infrastructure and facilities shall be considered promptly after the date the final lift of asphalt is

installed and approved by the CITY. At that time, the public facilities and infrastructure shall be ready for acceptance by the CITY, and CITY shall adopt a final resolution accepting all of the facilities upon approval by the CITY Engineer.

SECTION VI. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this Agreement, the DEVELOPER shall, without charge to the CITY, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements which consists of sanitary sewer system, water main, storm sewer system, public streets, and curb and gutters to the CITY, its successors and assigns, forever, free and clear of all encumbrances whatsoever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the CITY shall have the right to connect or integrate other improvements as the CITY decides, with no payment or award to or from, or consent required of, the DEVELOPER or any successor in interest.

Dedication shall not constitute acceptance of any improvement by the CITY Common Council. The CITY Common Council shall accept all public improvements by separate resolution reasonably promptly when such improvements are completed in a good and workmanlike manner and in accordance with the plans and specifications approved by the CITY. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. The DEVELOPER will furnish proof to the CITY, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including (except as set forth below) mortgages.

Mortgages that encumber easement areas on non-public land in which public improvements are located shall not violate the "free and clear of all encumbrances" requirements set forth above provided that such mortgages subordinate the mortgage lenders' interests in the easement areas.

SECTION VII. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the CITY as set forth herein, the same shall be accepted by the CITY Common Council if said improvements have been completed as required by this Agreement

and as may also be required by all federal, state, or CITY guidelines, specifications, regulations, laws and ordinances and approved by the CITY Engineer.

The DEVELOPER shall also be responsible for maintenance of all sanitary sewer, water main, storm sewers, storm water facilities, ditches, grading, landscaping, and other facilities until CITY accepts the final lift on the streets, at which time streets and all facilities shall then be accepted by the CITY, and CITY maintenance shall then commence.

SECTION VIII. APPROVAL BY CITY NOT TO BE DEEMED A WAIVER.

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements are upon the DEVELOPER. The fact that the CITY or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver or relieve the DEVELOPER from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

SECTION IV. GUARANTEES OF IMPROVEMENTS:

- A. Guarantee. The DEVELOPER shall guarantee after Final Acceptance the public improvements, and all other improvements described in Section III hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Final Acceptance of the improvements. The DEVELOPER shall pay for any damage to CITY property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the CITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to cure or pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the Financial Guarantee on file with the CITY, the DEVELOPER is then required to replenish said monies up to the aggregate amount of 110% of the then unpaid total cost of all improvements.
- B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the CITY Common Council at the expiration of the guarantee period.

C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the CITY Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the CITY of the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the CITY in the aforementioned notification, after notice has been sent as provided herein, the CITY may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the CITY may draw upon the Financial Guarantee to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the CITY in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the Financial Guarantee, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance of the improvements by the CITY. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the CITY retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs, provided the CITY shall first make reasonable attempts to provide telephonic notice to DEVELOPER of the need for such emergency maintenance. Said bill shall be paid within fifteen (15) days by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period and any residual of the Financial Guarantee shall be returned to DEVELOPER.

2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway and air quality until Final Acceptance by the CITY. Should the DEVELOPER fail to meet this requirement, the CITY will cause the work to be done and will bill the DEVELOPER on a time and material

basis. Said bill shall be paid within fifteen (15) days by the DEVELOPER.

3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the CITY Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the CITY is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.
4. Snowplowing and ice control of the public streets shall be the responsibility of the DEVELOPER until such time as the final lift of asphalt is constructed and the CITY accepts the street improvements. The CITY shall not plow the streets prior to the acceptance unless a separate arrangement has been made between the DEVELOPER and the CITY for this service.

SECTION X. CITY RESPONSIBILITY FOR IMPROVEMENTS:

The CITY shall not be responsible for repairs, maintenance, or snow plowing on any improvements until Final Acceptance of the public improvements by the CITY.

SECTION XI. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS:

The DEVELOPER may proceed with the installation of the grading and public improvements referenced in this Agreement and with all other work related to the development of the SUBJECT LANDS prior to approval of the CSM. All work on the SUBJECT LANDS may commence upon execution of this Agreement, including the construction of the Model Buildings provided the CITY has issued construction permits.

The DEVELOPER shall proceed at its own risk with the public improvements. The DEVELOPER, prior to commencement of the installation of public improvements or other work on the SUBJECT LANDS, shall notify the CITY of the DEVELOPER'S intention to

proceed with the installation of public improvements or other work on the SUBJECT LANDS. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on SUBJECT LANDS inspected by the CITY Engineer.

SECTION XII. FINANCIAL GUARANTEE:

Prior to the execution of this Agreement by the CITY, the DEVELOPER shall file with the CITY one or more performance bonds, cash deposits or letters of credit (collectively, the Financial Guarantee") setting forth terms and conditions in a form approved by the CITY Attorney in an amount equal to 110% of the cost of the city improvements as approved by the CITY Engineer, and 110% of the cost of completion of improvements authorized under the GRADING AND STOCKPILING OF FILL MATERIAL dated May 7, 2024. The Financial Guarantee shall serve as a guarantee that the DEVELOPER will perform all terms of this Agreement no later than October 15, 2027 except as otherwise set forth in this Agreement. The Financial Guarantee will be in place with the CITY at the time of the CITY's execution of this Agreement. If at any time:

- A. The DEVELOPER is in default of any aspect of this Agreement and such default continues for a period of 10 days after written notice from the CITY, or
- B. The DEVELOPER does not complete the installation of the improvements October 15, 2026 unless otherwise extended by this Agreement or by action of the CITY, or
- C. Any part of the Financial Guarantee is a performance bond or letter of credit is dated to expire within sixty (60) days and that part of the Financial Guarantee has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain the Financial Guarantee as required by this Agreement,

Then the DEVELOPER shall be deemed in violation of this Agreement and the CITY shall have the authority to draw upon the Financial Guarantee. The amount drawn shall be retained in an account at the City and shall be used to reimburse the City for the costs of the improvements, including soft costs, and the remaining balance after completion of the public improvements, if any, shall be refunded to the DEVELOPER.

The amount of the Financial Guarantee shall be reduced periodically as the improvements are completed by the DEVELOPER so that the remaining Financial Guarantee equals 110% of the then remaining

costs of the public improvements as determined by the CITY Engineer in the same manner that the costs were originally determined.

The financial institution providing any irrevocable letter of credit shall pay to the CITY all sums available for payment under the irrevocable letter of credit upon demand, subject to the terms and conditions of the irrevocable letter of credit, and upon its failure to do so, in whole or in part, the CITY shall be empowered in addition to its other remedies, without notice or hearing, to impose a special charge for the amount of said completion costs, upon each and every unit in the development payable with the next succeeding tax roll.

The Financial Guarantee, as reduced as provided above, shall further be available for a period of five (5) years to pay for removal of any public improvements that have been constructed and intended for public use but have not been utilized due to abandonment of the development; however, the requirement for the Financial Guarantee shall be eliminated when the public improvements are completed for public use and at least 50% of the units in Phase I are sold subject to occupancy permits..

A separate Financial Guaranty shall be required for Phase II.

SECTION XIII. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that, except as provided in Section I.B., no building or occupancy permits shall be issued for any homes until the CITY Engineer has determined that:

- A. The installation of the first lifts of asphalt of the public street(s) providing access to and fronting a specific building for which a building permit is requested has been completed and accepted by the CITY.
- B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the CITY.
- C. All Storm Water/Erosion Control landscaping and removal of unwanted items, including buildings, has been certified as complete by the CITY Engineer.
- D. All required grading plans have been submitted to, reviewed by and approved by the CITY Engineer.

- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this Agreement.
- F. The DEVELOPER has prepared appropriate deed restrictions as noted on the Declaration of Condominium which has been approved by the CITY, filed with the CITY Clerk and recorded with the Register of Deeds and as set forth In Section XIV.D.
- G. The sanitary sewer system, and the water system which are connected with an operating system as required herein, are cleaned as needed, and are approved by the CITY Engineer.
- H. The DEVELOPER is not in default of any aspect of this Agreement.
- I. The DEVELOPER has delineated the wetlands that are on or adjacent to the Condominium Plat by means of cedar posts, as approved by the CITY staff prior to the issuance of building permits.

In addition, it is expressly understood and agreed that no occupancy permits shall be issued for any homes until the CITY Engineer has determined that:

- A. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the SUBJECT LANDS and disposed of lawfully.
- B. All required "as built" plans for the SUBJECT LANDS have been submitted and approved by the CITY Engineer.
- C. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures (if required), gas, electric and telecommunications.

SECTION XIV. RESERVATION OF RIGHTS AS TO ISSUANCE OF BUILDING PERMITS:

The CITY reserves the right to withhold issuance of any and all building permits if DEVELOPER is in violation of this Agreement.

SECTION XV. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

The DEVELOPER shall provide any easements including vision easements on SUBJECT LANDS deemed necessary by the CITY

Engineer before the final Condominium Plat is signed or on the final Condominium Plat.

B. MANNER OF PERFORMANCE:

The DEVELOPER shall cause all construction called for by this Agreement to be carried out and performed in a good and workmanlike manner.

C. SURVEY MONUMENTS:

The DEVELOPER shall properly place and install any lot, block or other monuments required by State Statute, CITY Ordinance or the CITY Engineer.

D. RESTRICTIONS:

The DEVELOPER shall execute and record restrictions noted on the CSM in the form attached hereto, made a part hereto and marked **Exhibit D** and provide proof of recording prior to sale of units for the SUBJECT LANDS. The fact that the Declaration of Condominium is made a part of this Agreement does not restrict the DEVELOPER or the Condominium Association from amending the Declaration of Condominium except that the following language may not be amended without consent of the CITY. The restrictions shall be as follows:

"The Condominium Association and each unit owner must strictly adhere to and finish grade in accordance with the Master Grading Plan or any amendment thereto approved by the CITY Engineer on file in the office of the CITY Clerk. The DEVELOPER and/or the CITY and/or their agents, employees or independent contractors shall have the right to enter upon the Condominium, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same."

"No non-potable or potable water wells may be installed and operated for any purpose, including maintenance of landscaping or stormwater infiltration/retention/detention basins, on any outlots, common grounds or commonly owned parcel(s) within the SUBJECT LANDS unless authorized in writing by the CITY of Pewaukee Common Council."

"The Condominium Association(s) within the SUBJECT LANDS are required to maintain all stormwater management

facilities in accordance with the Storm Water Management Practices Maintenance Agreement."

E. GRADES:

Prior to the issuance of a building permit for any building, the DEVELOPER shall furnish to the Building Inspector of the CITY a copy of the stake out survey showing the street grade in front of all buildings and the finished grades for the entire Condominium, as existing and as proposed.

F. UNDERGROUND UTILITIES:

The DEVELOPER shall install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the DEVELOPER.

G. PERMITS:

The DEVELOPER shall provide and submit to the CITY upon request valid copies of any and all governmental agency permits.

H. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed from the SUBJECT LANDS without approval from the CITY Engineer.

I. IMPACT FEES:

The DEVELOPER is aware that the CITY requires the payment of several different impact fees based on the amount of development pursuant to the ordinances presently in effect in the CITY and other rules and regulations of the CITY presently in effect and as they may be amended in the future. As of the date of this Agreement, the following are each of the impact fees that will be charged by the CITY:

Fire and Rescue Facilities	\$253.87 per acre
Hike/Bike Trails	\$1,973.18 per acre

These impact fees may be adjusted annually, and they may be payable at future times. The DEVELOPER shall include in the Declaration of Condominium notice to all future owners that they may be subject to payment of said impact fees.

J. NOISE:

The DEVELOPER shall make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements, including equipment start up, shall not begin before 7:00 a.m. during weekdays and 8:00 am on Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. or dusk, whichever is earlier, during weekdays and Saturdays, and 5:00 p.m. or dusk, whichever is earlier, on Sundays unless otherwise approved by the CITY Engineer.

K. DEBRIS:

The DEVELOPER shall have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and accepted by the CITY. Subject to the notice requirement of Section IX.D, the CITY shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the CITY Engineer. If said debris is not cleaned up after notification, the CITY will do so at the DEVELOPER'S and/or subject property owner's expense.

L. PUBLIC CONSTRUCTION PROJECTS:

If any aspect of the development involves a public construction project subject to the State Public Construction Bidding Law, all requirements of the State Public Construction Bidding Law must be satisfied by the DEVELOPER, including but not limited to, providing a performance bond.

M. ZONING CODE:

The DEVELOPER acknowledges that the lands to be developed are subject to the CITY Zoning Code.

SECTION XVI. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The DEVELOPER shall pay and reimburse the CITY promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the CITY in connection with this development or relative to the construction, installation, dedication and

acceptance of the Improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the Financial Guarantee held by the CITY pursuant to this Agreement or assessed against the units in the SUBJECT LANDS as a special charge pursuant to §66.60(16), Wisconsin Statutes.

SECTION XVII. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the CITY, its officers, agents, employees and independent contractors growing out of this Agreement by any party or parties, provided the DEVELOPER shall have no obligations hereunder for any claims based upon any intentional, reckless or negligent action or omission by the CITY, its officers, agents, employees, and independent contractors. The DEVELOPER shall also name as additional insureds on its general liability insurance the CITY, its officers, agents, employees and any independent contractors hired by the CITY to perform services as to this development and give the CITY evidence of the same upon request by the CITY.

SECTION XVIII. INSURANCE:

The DEVELOPER, its contractors, suppliers and any other individual working on the SUBJECT LANDS in the performance of this Agreement shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the CITY.

SECTION XIX. EXCULPATION OF CITY CORPORATE AUTHORITIES:

The parties mutually agree that the Mayor of the CITY, and/or the CITY Clerk, entered into and are signatory to this Agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

SECTION XX. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the CITY Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XXI. ZONING:

The CITY does not guarantee or warrant that the SUBJECT LANDS of this Agreement will not at some later date be rezoned, nor does the CITY herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this Agreement.

SECTION XXII. COMPLIANCE WITH CODES AND STATUTES:

The DEVELOPER shall comply with all current and future applicable codes of the CITY, County, State and federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the CITY, County, State or federal government.

SECTION XXIII. CSM AND CONDOMINIUM PLAT CONDITIONS:

The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a Conditional Use Permit approval and a CSM approval by the CITY. The DEVELOPER further agrees that it is bound by these conditions. A copy of the Conditional Use Permit approval for the SUBJECT LANDS is attached hereto and incorporated herein as **EXHIBIT B**, and the CSM and Condominium Plat approval for the SUBJECT LANDS is incorporated herein as **EXHIBIT C**. If there is a conflict between the conditions as forth in said conditional approvals and the DEVELOPER's Agreement, the more restrictive shall apply.

SECTION XXIV. AGREEMENT FOR BENEFIT OF PURCHASERS:

The DEVELOPER agrees that in addition to the CITY'S rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any unit or any interest in any unit or parcel of land within the SUBJECT LANDS.

SECTION XXV. ASSIGNMENT:

The DEVELOPER shall not assign this Agreement without the written consent of the CITY, which such consent shall not be unreasonably withheld or delayed. The assignee must agree to all terms and conditions of this document in writing.

SECTION XXVI. PARTIES BOUND:

The DEVELOPER or its assignees shall be bound by the terms of this Agreement or any part herein as it applies to any phase of the development of the SUBJECT LANDS.

SECTION XXVII. HEIRS & ASSIGNS:

This Agreement is binding upon the DEVELOPER, owners, their heirs, their assigns, and any and all future owners of the SUBJECT LANDS.

SECTION XXVIII. AMENDMENTS:

The CITY and the DEVELOPER, by mutual consent, may amend this Agreement at any meeting of the CITY. The CITY shall not, however, consent to an amendment until after first having received a recommendation from the CITY'S Plan Commission.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the DEVELOPER and the CITY have caused this Agreement to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

CEDAR GABLES LLC

By:



Mark Cecchini
Authorized
Signatory

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 23rd day of December, 2024, the above named Mark Cecchini, Authorized Signatory of Cedar Gables LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Nicole Weber
Name: Nicole Weber
NOTARY PUBLIC, STATE OF WI
My commission expires: 12/10/2028

EXHIBIT A
Legal Description

Parcel A:

All that part of the Southwest One-quarter of Section 13 and the West One-half of Section 24, Town 7 North, Range 19 East, City of Pewaukee, formerly Town of Pewaukee, bounded and described as follows:

Beginning at the Northwest Comer of the Northeast One-quarter of the Southwest One-quarter of Section 24; thence South 00 degrees 15 minutes East, along the West One-eighth Line, 40.56 feet; thence South 87 degrees 50 minutes East, 622.07 feet to the center line of North Avenue; thence North 13 degrees 24 minutes East, along said center line, 46.00 feet to an angle point, said point being on the West One-quarter Line of Section 24; thence continuing along said center line. North 17 degrees 59 minutes 19 seconds East, 431.58 feet to the center line intersection with County Trunk Highway "SS" thence North 57 degrees 47 minutes 16 seconds West, along said Center line, 114.04 feet to a point on the extension of a fence; thence North 00 degrees 04 minutes 51 seconds West, along an existing fence, 2158.28 feet to a fence comer, said comer being 2.50 feet North 00 degrees 04 minutes 51 seconds West of and North 87 degrees 23 minutes 27 seconds West, 631.82 feet distant from the North One-quarter Corner of Section 24; thence North 87 degrees 34 minutes 58 seconds West, along an existing fence, 328.08 feet to a fence comer; thence South 00 degrees 00 minutes 52 seconds West, along an existing fence, 2635.29 feet to a fence corner; thence North 88 degrees 05 minutes 51 seconds West, along an existing fence, 338.13 feet to the place of beginning.

EXCEPTING THEREFROM:

Parcels A, B, C and D of Certified Survey Map No. 2012 recorded January 11, 1974 in Volume 14 of Certified Survey Maps, pages 95, 96 and 97, as Document No. 871532, in the Office of the Register of Deeds for Waukesha County, Wisconsin, being a part of the Southwest One-Quarter of Section 13 and the West One-Half of Section 24, Town 7 North, Range 19 East, City of Pewaukee, formerly Town of Pewaukee, Waukesha County, Wisconsin.

Tax Key No.: PWC 0958990006

Address: N18W22670 Watertown Road

EXHIBIT A
Legal Description
(Continued)

Parcel B:

All that part of the East 1/2 of the NW 1/4 of Section 24, Township 7 North, Range 19 East, in the Town of Pewaukee, County of Waukesha, State of Wisconsin, bounded and described as follows: Commencing at the NE corner of said NW 1/4 of Section 24; thence North 87° 52' 04" West along the North line of said 1/4 Section, 210.42 feet to the point of beginning of the lands to be described; thence continuing North 87° 52' 04" West, 421.40 feet to the East line of those lands described in Volume 1011, page 100, in the office of the Register of Deeds for Waukesha County; thence South 00° 33' 28" East along said East line, 2148.31 feet to the center line of County Trunk Highway "SS"; thence South 58° 15' 59" East along said center line, 115.68 feet to the center line of County Trunk Highway "M" (North Ave.); thence along the center line of County Trunk Highway "M" the following three courses, North 16° 51' 39" East, 229.79 feet to a point of curve; thence along the arc of a curve, 251.57 feet, center lies to the Southeast, radius is 404.599 feet, chord bears North 34° 40' 24" East, 247.54 feet; thence North 52° 29' 09" East, 144.13 feet; thence North 00° 40' 51" West, 1682.24 feet to the point of beginning. Excepting therefrom the Southerly 33 feet for road purposes for County Trunk Highway "SS" and County Trunk Highway "M".

Tax Key No. PWC 0958990005



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COLLINS..... (920) 772-4433
KIEL..... (920) 894-4272
MENOMONEE FALLS..... (262) 293-3677
RANDOM LAKE..... (920) 994-9434

USE FOR FORM OF CONTENT ONLY

IRREVOCABLE LETTER OF CREDIT

DATE: 12/23/2024

AMOUNT: \$1,822,905.55

APPLICANT: CEDAR GABLES LLC

BENEFICIARY: City of Pewaukee

W240N3065 Pewaukee Road

RE: DEVELOPERS AGREEMENT – CEDAR GABLES LLC

Pewaukee, WI 53072

We hereby issue this Irrevocable Letter of Credit in your favor, City of Pewaukee, up to the aggregate amount of One Million, Eight Hundred Twenty-Two Thousand, Nine Hundred Five Dollars and 55/100 (\$1,822,905.55) Dollars available by your draft(s) drawn on the account of the Applicant.

This Irrevocable Letter of Credit is issued to guarantee and ensure to the City of Pewaukee that the terms and conditions of a Developers Agreement on file with the City of Pewaukee, dated 12/23/2024, including any amendments that may be made thereto by the parties, are satisfied.

All demands requested by the City of Pewaukee must be accompanied by a statement signed by the City Clerk for the City of Pewaukee stating that the Applicant, its heirs or assigns have defaulted or failed to perform pursuant to the above-noted agreement and/or any amendment thereto. All such demands shall be honored on presentation without notice to or subject to confirmation by Applicant.

This Irrevocable Letter of Credit may be reduced from time to time as and to the extent that the portion of work required under the aforementioned agreement is completed and paid for, provided, however, that no such reduction shall occur until the issuer has received a written statement from the City Clerk of the City of Pewaukee. Said statement should be set forth the amount of reduction and the amount of remaining balance payable under this credit. This Letter of Credit shall be construed under the laws of the State of Wisconsin.

This Letter of Credit is irrevocable. This Letter of Credit will terminate on May 01, 2025, however, termination hereof shall not be effective unless, not less than ninety (90) days prior to the expiration date and not more than one hundred-twenty (120) days prior to the expiration date, written notice is delivered to the City of Pewaukee indicating that this Letter of Credit, pursuant to its terms, will expire. If said notice is not given at least ninety (90) days prior to the expiration or if said notice is given more than one hundred-twenty (120) days

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prior to the expiration date, this Letter of Credit shall terminate upon ninety (90) days written notice to the City of Pewaukee.

This Letter of Credit shall be governed by the laws of the State of Wisconsin.

Dated this 23rd day of December 2024.

By: *m. Steldt*
 Michel A Steldt, Executive Vice President

Approved as to Form:

[Signature]
 City Attorney

Approved as to Aggregate Amount:

[Signature]
 City Engineer

Approved as to Issuance:

[Signature] Cedar 94B1CS LLC
 Developer

Accepted and Placed on File:

[Signature]
 City Clerk

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CEDAR GABLES
 Letter of Credit cost breakdown
 Phase 1 Public Improvements

<u>CONTRACTOR</u>	<u>ITEM</u>	<u>AMOUNT</u>
Edgerton Contractors:	Stone, Storm, Sanitary, Water (See Quantities)	\$ 1,336,665.00
BMCI Construction	Concrete Curbs (see proposal)	\$ 59,990.00
Payne and Dolan	Base Asphalt Course (see proposal)	\$ 136,844.00
Payne and Dolan	Final Asphalt lift (see proposal)	<u>\$ 76,202.00</u>
	SUB TOTAL :	\$ 1,608,701.00
	x 10% :	<u>\$ 160,870.10</u>
TOTAL PEWAUKEE LETTER OF CREDIT REQUIREMENT:		<u>\$ 1,769,571.10</u>



Mike Mann Office 414.372.9803
Project Manager Direct 262.901.2704
2445 S. 179th Street Suite E Mobile 414.704.0818
New Berlin, WI 53416-2151 MMann@VeitUSA.com
VeitUSA.com

April 5, 2024

Bill Carity

RE: Ancient Oaks / Pewaukee Stabilization Items.

The following is in regards to Items related to stabilization items at the site.

Erosion Control: Silt fence / Silt sock / Stone entrance	100%	\$ 15,000.00	complete
Assuming 40,000 cubic yard stockpile of structural fill to be placed on site.	75% complete	\$ 70,000.00	\$17,500
Re-spread topsoil on all disturbed areas.	0%	\$ 15,000.00	\$15,000
Seed & mulch all disturbed areas.	0%	\$ 15,000.00	\$ 15,000
		SUB TOTAL	\$ 47,500
		x 10%	\$ 52,250

After review, call with any questions.

Sincerely,
Mike Mann
Senior Project Manager / Veit & Company, Inc.
414-704-0818

CEDAR GABLES

Letter of Credit cost breakdown

Phase 1 Public Improvements

PHASE 1 LETTER OF CCREDIT PREVIOUSLY SUBMITTED:

- Phase 1 initial prep work
- Phase 1 Secondary Erosion Control
- Phase 1 Tree Clearing
- Phase 1 Topsoil Respread
- Phase 1 temporary respread and seeding

EDGERTON CONTRACTORS PRICING PHASE 1 BREAKOUT:

Phase 1 :	Road Aggregate	:	\$	48,800.00
Phase 1 :	Utilities	:	\$	1,081,700.00
Public Road :	Mobilization	:	\$	2,500.00
Public Road :	Topsoil Stripping	:	\$	7,550.00
Public Road :	Asphalt Sawcut and Removal	:	\$	5,750.00
Public Road :	Shoulder Grading / Aggregate	:	\$	42,050.00
Public Road :	Utility Extension	:	\$	148,300.00
	TOTAL EDGERTON CONTRACTORS IMPROVMENTS	:	\$	1,336,650.00

Letter of Credit cost breakdown

Phase 1 Public Improvements

EDGERTON CONTRACTORS : Project Site Utility Takeoff Quantities – Phase 1

• **Storm Sewer**

- 12" RCP – 768 LF
- 15" RCP – 409LF
- 18" RCP – 307 LF
- 24" RCP – 318 LF
- 36" RCP – 86 LF
- 12" FES – 3 EA
- 15" FES – 1 EA
- 36" FES – 1 EA
- 2' x 3' INLETS – 16 EA
- 4' Diameter Manhole – 3 EA
- 5' Diameter Manhole – 3 EA
- 6' Diameter Manhole – 2 EA
- 7' Diameter Manhole – 2 EA
- Outlet Control Structure – 4 EA

* **Sanitary Sewer**

- * 6" PVC (SDR 35) – 781 LF
- * 8" PVC (SDR 35) – 1,728 LF
- * 4' Diameter Manhole – 14 EA

* **Watermain**

- * 4" pvc (C-900) - 962 LF
- * 8" PVC (C-900) – 1,185 LF
- * 6" Hydrant Leads - 96
- * Hydrants - 5 EA

* **Public Road – Sanitary Sewer**

- * 8" PVC 9SDR 35) – 1,413 L
- *4' Diameter Manhole – 7 EA

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

DATE: November 18, 2024

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding Cedar Gables (Formerly Ancient Oaks) Release of the Early Grading and Filling Agreement Financial Guarantee [Wagner]

BACKGROUND:

In accordance with the Early Grading Agreement for Cedar Gables (formerly Ancient Oaks) upon execution of the full Developer's Agreement, the agreement is voided and all funds should be returned to the Developer. The Developer has an approved Developer's Agreement which included the remaining items not completed in the Early Grading Agreement. Due to this, the previous agreement is void once we receive a fully executed Developer's Agreement. In addition, the previous financial guarantee needs to be returned to the Developer. The value of the remaining work has been incorporated into the full Developer's Agreement financial guarantee.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council to release the \$138,000 letter of credit contingent upon the receipt of a fully executed Development Agreement and financial guarantee.

ATTACHMENTS:

Description

Grading Agreement

Letter of Credit

GRADING AND STOCKPILING OF FILL MATERIAL AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of April, 2024, by and between Ancient Oaks LLC, hereinafter collectively and individually called the "Developer," and the CITY OF PEWAUKEE, a Wisconsin municipal corporation of the State of Wisconsin, hereinafter called the "City."

WITNESSETH:

WHEREAS, the Developer proposes to develop certain lands located in the City of Pewaukee, Waukesha County, Wisconsin, being particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), commonly referred to as Ancient Oaks Condominium, Pewaukee, Wisconsin; and

WHEREAS, the City Common Council previously approved the Conditional Use Permit and Rezoning for the development of Condominium Units on December 04, 2023 (the "Condominium") on the Property; and

WHEREAS, the City has reviewed the Developer's conceptual Grading Plan; and

WHEREAS, one of the requisites for development of the Condominium is the installation of various private, as well as public, improvements to be implemented pursuant to a future development agreement; and

WHEREAS, said development agreement has not yet been prepared and executed; and

WHEREAS, the Developer has requested the City to authorize and permit grading and stockpiling of fill material on the Property at this time; and

WHEREAS, the City recognizes that timing is a factor to be considered and is willing to allow Developer, at its risk, to perform grading and stockpiling as requested upon the condition, however, that the Developer agrees to those certain terms and conditions as more fully hereinafter set forth.

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) to each in hand paid, the receipt and sufficiency whereof is hereby acknowledged, and in further consideration of the mutual premises and covenants hereinafter set forth, it is hereby agreed by and between the parties hereto:

I. THE CITY AGREES:

1. To permit the Developer to perform all rough grading work on the Property, including, but not limited to, the installation of silt fencing, general grading of the site and the construction

of storm water management ponds (collectively the "Grading"), upon the terms and conditions set forth below as follows and as per attached JSD Engineering attached plan.

2. To permit the Developer to stockpile appropriate fill materials on the Property, not to exceed the total amount 50,000 cubic yards, in anticipation of using said fill materials in the development of the Property (collectively the "Stockpiling"), upon the terms and conditions set forth below.

II. THE DEVELOPER AGREES:

1. All Grading and Stockpiling shall be done at the Developer's risk.

2. All Grading and Stockpiling shall comply with the attached site grading, drainage and soil erosion plan and related specifications as approved by the City Engineer. All plans for such Grading and Stockpiling have been or will be prepared on behalf of the Developer by a professional engineer licensed by the State of Wisconsin.

3. The City shall be reimbursed by the Developer for all costs incurred by the City in relation to the Grading and Stockpiling. These costs shall include, but not be limited to, plan review, inspection and related overhead costs. Said reimbursement shall be guaranteed by the Developer as set forth and required in Paragraph 9 below.

4. In the event the preparation and/or final review of the Master Grading Plans by the City dictate revisions to the proposed grades, either at the Developer's request or at the direction of the Engineer, such re-grading shall be performed by the Developer without any recourse to the City whatsoever, prior to the commencement of any underground installations in the Subdivision development.

5. The Grading and Stockpiling shall be performed with proper control of soil erosion and with minimum siltation of existing drainage facilities. Any damage to the existing drainage facilities, including siltation removal, shall be immediately repaired by the Developer. As appropriate, by virtue of delay in the development process, vegetative cover shall be re-established by the Developer and/or effective erosion control measures shall be installed and continually maintained by the Developer where vegetation has been removed, covered or destroyed.

6. In the event installation of improvements and/or buildings on the lots does not begin as of 9/15/2024, for any reason whatsoever, all of the graded or disturbed area shall have vegetative cover re-established by the Developer to an extent as to be determined by the City. In the event vegetative cover is not established by 10/1/2024 the City shall arrange for such work to be done, which shall be paid by the Developer.

7. In the event installation of improvements and/or buildings on the lots does not begin as of 9/15/2024, for any reason whatsoever, all of the stockpiled fill material shall be removed or spread on site and all disturbed area shall have vegetative cover re-established by the Developer to an extent as to be determined by the City. In the event the Stockpiled material is not spread or

vegetative cover is not established by 10/1/2024, the City shall arrange for such work to be done, which shall be paid by the Developer.

8. All truck traffic to and from the Property, as part of the operation permitted herein, shall be conducted by the Developer as governed by the applicable codes and regulations of Waukesha County and of the City and as directed by the City Engineer, with respect to method, time and operations and routing, etc. Any public street used for access to the Property shall be kept free of mud, dirt and debris on a daily basis. In the event a clean-up order from the City is not complied with, such work shall be arranged and accomplished by the City and paid for out of the deposit referred to in Paragraph 9 below.

9. To assure compliance with the conditions set forth in this agreement, including, but not limited to, the establishment of positive soil erosion control measures, performance hereunder shall be guaranteed with a bank Letter of Credit by the Developer with the City in the amount of \$ 138,000.00 which shall be submitted prior to the commencement of any activity on the Property by the Developer with respect to the Grading and Stockpiling. In the event Developer does not comply with or fully perform this agreement, the City is authorized to stabilize the site or to take other action to correct the Developer's violations hereof by using the Bank Letter of Credit for such purposes. Upon completion of the performance of this agreement, the deposit, or remaining balance of the deposit, if any, shall be returned to the Developer. In the event said Bank Letter of credit is insufficient in amount to pay all costs related to performance of and compliance with this agreement, the Developer shall remit payment of all owed amounts to the City within ten (10) days of receipt of the City's invoice to the Developer.

10. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

11. Developer is responsible for DNR approval for required culverts in the Condominium. Further, it is the Developer's responsibility to comply with any and all provisions of DNR approval/denial conditions.

12. Upon execution of a Development Agreement between the City and Developer for the Property, this Agreement shall terminate and any remaining balance of the deposit shall be returned to Developer upon Developer's posting of cash or letter of credit to guaranty the improvements, including the grading of the Property, required under said Development Agreement.

IN WITNESS WHEREOF, the Developer and the City have caused this agreement to be signed individually by the Developer and by the appropriate officers of the City, with its seal to be hereunto affixed the day and year inserted above.

ANCIENT OAKS LLC., by Mark T. Cecchini
Authorized Agent

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 1st day of May, 2024, the above-named Mark T. Cecchini, as Authorized Agent of ANCIENT OAKS LLC. to me known to be the persons who executed the foregoing instrument and who acknowledged the same.



Wendy M Centeno
Notary Public, State of Wisconsin.
My Commission expires: 08/18/2026

CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

[Signature]
Steve Bierce, Mayor

[Signature]
Kelly Tarczewski, Municipal Clerk

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 20 day of May, 2024, the above named Steve Bierce, Mayor, and Kelly Tarczewski, Municipal Clerk, of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and Municipal Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the Governing Body of the City of Pewaukee from their meeting on the 15 day of APRIL, 2024.



Tia Fiorentino
Notary Public, State of Wisconsin.
My Commission expires: 5/19/27



OFFICES
 BRILLION..... (920) 524-2721
 COLLINS..... (920) 772-4433
 KIEL..... (920) 894-4272
 MENOMONEE FALLS..... (262) 293-3677
 RANDOM LAKE..... (920) 994-9434

USE FOR FORM OF CONTENT ONLY
IRREVOCABLE LETTER OF CREDIT

DATE: 04/10/2024	AMOUNT:	\$138,000.00
APPLICANT: Ancient Oaks LLC	BENEFICIARY:	City of Pewaukee W240N3065 Pewaukee Road Pewaukee, WI 53072
RE: Grading and Stockpiling of Fill Material		

We hereby issue this Irrevocable Letter of Credit in your favor, City of Pewaukee, up to the aggregate amount of (\$ 138,000.00) Dollars available by your draft(s) drawn on the account of the Applicant.

This Irrevocable Letter of Credit is issued to guarantee and ensure to the City of Pewaukee that the terms and conditions of an agreement on file with the City of Pewaukee, dated 04/08/2024, including any amendments that may be made thereto by the parties, are satisfied.

All demands requested by the City of Pewaukee must be accompanied by a statement signed by the City Clerk for the City of Pewaukee stating that the Applicant, its heirs or assigns have defaulted or failed to perform pursuant to the above-noted agreement and/or any amendment thereto. All such demands shall be honored on presentation without notice to or subject to confirmation by Applicant.

This Irrevocable Letter of Credit may be reduced from time to time as and to the extent that the portion of work required under the aforementioned agreement is completed and paid for, provided, however, that no such reduction shall occur until the issuer has received a written statement from the City Clerk of the City of Pewaukee. Said statement should set forth the amount of reduction and the amount of remaining balance payable under this credit. This Letter of Credit shall be construed under the laws of the State of Wisconsin.

This Letter of Credit is irrevocable. This Letter of Credit will terminate June 30, 2025, however, termination hereof shall not be effective unless, not less than ninety (90) days prior to the expiration date and not more than one hundred-twenty (120) days prior to the expiration date, written notice is delivered to the City of Pewaukee indicating that this Letter of Credit, pursuant to its terms, will expire. If said notice is not given at least ninety (90) days prior to the

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expiration or if said notice is given more than one hundred-twenty (120) days prior to the expiration date, this Letter of Credit shall terminate upon ninety (90) days written notice to the City of Pewaukee.

This Letter of Credit shall be governed by the laws of the State of Wisconsin.

Dated this 10th day of April, 2024.

By: *M. Stoldt*
Bank Representative

Approved as to Form:
[Signature]
City Attorney

Approved as to Aggregate Amount:
[Signature]
City Engineer *Magdalena Wagner*

Approved as to Issuance:
[Signature]
Developer *AUTHORIZED AGENT*

Accepted and Placed on File:
[Signature]
City Clerk

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Save

Print

Clear

Form
AB-105

Producer Full-Service Retail Sales Application

Date
1/29/2026

Part A: Producer Information			
1. Business Legal Name (individual name if sole proprietor) Kellermeister Beverages LLC			
2. Business Name or DBA		3. Agent Name Chad Ostram	
4. FEIN 47-5354872		5. Wisconsin Seller's Permit Number 456-1028904632-02	
6. Wisconsin Producer Permit Number 309-1028904632-09		7. Producer Type <input checked="" type="checkbox"/> Brewery <input type="checkbox"/> Winery <input type="checkbox"/> Liquor Manufacturer/Rectifier	
8. Contact Person's First Name		9. Last Name	10. M.I.
11. Contact Person's Phone (262) 271-2701		12. Contact Person's Email chad@brewfinitbrewing.com	

Part B: Production Quantity		
Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.		
Brewery	Manufacturer/Rectifier	Winery
<input type="checkbox"/> Less than 250 barrels <input checked="" type="checkbox"/> 250 - 2,499 barrels <input type="checkbox"/> 2,500 - 7,499 barrels <input type="checkbox"/> 7,500 or more barrels	<input type="checkbox"/> Less than 1,500 liters <input type="checkbox"/> 1,500 - 4,999 liters <input type="checkbox"/> 5,000 - 34,999 liters <input type="checkbox"/> 35,000 or more liters	<input type="checkbox"/> Less than 1,000 gallons <input type="checkbox"/> 1,000 - 4,999 gallons <input type="checkbox"/> 5,000 - 24,999 gallons <input type="checkbox"/> 25,000 or more gallons
Calendar year: Quantity: 669	Calendar year: Quantity:	Calendar year: Quantity:

Complete only ONE of Part C, D or E.

Part C: Request for Full-Service Retail Sales at the Production Premises				
1. Start Date		2. Production Premises Address		
3. City			4. State	5. Zip Code
6. County			7. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____	

Part D: Request for Fixed Full-Service Retail Outlet				
1. Are you transferring one fixed full-service retail outlet to a new location? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete boxes 2 through 9.				
2. Current Outlet Name				
3. Current Outlet Premises Address				
4. City			5. State	6. Zip Code
7. County		8. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____		9. Premises Phone Number

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)

New Fixed Retail Outlet Information (complete boxes 10 through 23)			
10. Start Date	11. New Outlet Name		
12. New Outlet Premises Address			
13. City	14. State	15. Zip Code	
16. County	17. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village		18. Premises Phone Number
of: _____			
19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.			
20. Will you operate a restaurant on the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No			
21. What alcohol beverages will be offered for sale? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
22. What alcohol beverages does the permittee produce? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
23. How will customers be served? (check all that apply) . . . <input type="checkbox"/> Samples <input type="checkbox"/> On-premises consumption <input type="checkbox"/> Off-premises consumption			

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

1. Name of Event (if applicable) Brewfinity Beer Gardens			
2. Dates of Operation (attach a schedule, if necessary) 6/12/2026		3. Hours of Operation 5pm-9pm	
4. Premises Address Springdale Park, W226N2400 Oakwood Ln,			
5. City Waukesha	6. State WI	7. Zip Code 53186	
8. County Waukesha	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Pewaukee		
10. Organizer of Event (if not the named applicant)		11. Email and/or Phone Number for Organizer of Event	
12. Organizer Website		13. Event Website	
14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. The event is outside. We will be dispensing from the Brewfinity trailer and the records will be stored on-site for the duration of the event in the van.			
15. On-Site Contact (Last Name, First Name) Ostram, Chad	16. On-Site Contact Phone 262-271-2701	17. On-Site Contact Email chad@brewfinitybrewing.com	
18. Will you operate a restaurant on the premises? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
19. What alcohol beverages will be offered for sale? (check all that apply) <input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input checked="" type="checkbox"/> Intoxicating Liquor (other than wine)			
20. What alcohol beverages does the permittee produce? (check all that apply) <input checked="" type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
21. How will customers be served? (check all that apply) . . . <input type="checkbox"/> Samples <input checked="" type="checkbox"/> On-premises consumption <input type="checkbox"/> Off-premises consumption			

Part F: Attestation

Who must sign this application?


- sole proprietor • general partner of a partnership • corporate officer • member of an LLC

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 		Date 1/29/2026	
Last Name Ostram		First Name Chad	
Title Owner/Member		Email chad@brewfinitibrewing.com	Phone 262-271-2701
		M.I. R	

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)

1. Will the municipality limit the scope of alcohol beverages offered for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No		
2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe municipal restrictions indicated in questions 1 or 2 above.		
4. Last Name of Municipal Official		5. First Name
		6. M.I.
7. Signature of Municipal Official		8. Date
9. Date Application was Filed with Clerk		10. Date Full-Service Retail Outlet Approved by Governing Body

Form AB-105 Instructions

Producer Full-Service Retail Sales Application

Who may apply for full-service retail sales?

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

Who qualifies for full-service retail sales?

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

What are full-service retail sales?

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

What are full-service retail outlets?

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

What is the difference between a fixed and unlimited transfer full-service retail outlet?

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

How many full-service retail outlets may I have?

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

Who approves full-service retail sales?

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

Can a municipality limit authorized sales at a full-service retail outlet?

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

How do I fill out Form AB-105 and begin the application process?

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

Example: A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

Example: A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

Example: A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F. Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

Specific Instructions:

Part A: Producer Information

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or “doing business as” name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller’s permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person’s name.
- Box 11: Enter contact person’s phone number.
- Box 12: Enter contact person’s email address.

Part B: Production Quantity

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
 - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
 - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

Part C: Request for Full-Service Retail Sales at the Production Premises

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

Part D: Request for Fixed Full-Service Retail Outlet

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
 - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Example: The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

Example: The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.

- Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 14.

Part F: Attestation

- Read the attestation carefully, then sign and date.

Part G: For Municipal Use Only

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

Completion and Submission of Form AB-105

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
 - The municipality should complete Part G and return it to the producer applicant.
 - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: DORAlcoholPermits@wisconsin.gov
- Mail the form to the following address:

Wisconsin Department of Revenue
Division of Alcohol Beverages
P.O. Box 8934
Madison, WI 53708-8934

Assistance

This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

Website: [DOR Alcohol Beverage \(wi.gov\)](http://DORAlcoholBeverage.wi.gov)

Write: DORAlcohol@wisconsin.gov

Call: (608) 266-2526

Save

Print

Clear

Form
AB-105

Producer Full-Service Retail Sales Application

Date
1/29/2026

Part A: Producer Information		
1. Business Legal Name (individual name if sole proprietor) Kellermeister Beverages LLC		
2. Business Name or DBA	3. Agent Name Chad Ostram	
4. FEIN 47-5354872	5. Wisconsin Seller's Permit Number 456-1028904632-02	
6. Wisconsin Producer Permit Number 309-1028904632-09	7. Producer Type <input checked="" type="checkbox"/> Brewery <input type="checkbox"/> Winery <input type="checkbox"/> Liquor Manufacturer/Rectifier	
8. Contact Person's First Name	9. Last Name	10. M.I.
11. Contact Person's Phone (262) 271-2701	12. Contact Person's Email chad@brewfinitbrewing.com	

Part B: Production Quantity		
Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.		
Brewery	Manufacturer/Rectifier	Winery
<input type="checkbox"/> Less than 250 barrels <input checked="" type="checkbox"/> 250 - 2,499 barrels <input type="checkbox"/> 2,500 - 7,499 barrels <input type="checkbox"/> 7,500 or more barrels	<input type="checkbox"/> Less than 1,500 liters <input type="checkbox"/> 1,500 - 4,999 liters <input type="checkbox"/> 5,000 - 34,999 liters <input type="checkbox"/> 35,000 or more liters	<input type="checkbox"/> Less than 1,000 gallons <input type="checkbox"/> 1,000 - 4,999 gallons <input type="checkbox"/> 5,000 - 24,999 gallons <input type="checkbox"/> 25,000 or more gallons
Calendar year: Quantity: 669	Calendar year: Quantity:	Calendar year: Quantity:

Complete only ONE of Part C, D or E.

Part C: Request for Full-Service Retail Sales at the Production Premises		
1. Start Date	2. Production Premises Address	
3. City	4. State	5. Zip Code
6. County	7. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____	

Part D: Request for Fixed Full-Service Retail Outlet		
1. Are you transferring one fixed full-service retail outlet to a new location? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete boxes 2 through 9.		
2. Current Outlet Name		
3. Current Outlet Premises Address		
4. City	5. State	6. Zip Code
7. County	8. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____	9. Premises Phone Number

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)

New Fixed Retail Outlet Information (complete boxes 10 through 23)

10. Start Date	11. New Outlet Name		
12. New Outlet Premises Address			
13. City	14. State	15. Zip Code	
16. County	17. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____		18. Premises Phone Number
19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.			
20. Will you operate a restaurant on the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No			
21. What alcohol beverages will be offered for sale? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
22. What alcohol beverages does the permittee produce? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
23. How will customers be served? (check all that apply) ... <input type="checkbox"/> Samples <input type="checkbox"/> On-premises consumption <input type="checkbox"/> Off-premises consumption			

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

1. Name of Event (if applicable) Brewfinity Beer Gardens		
2. Dates of Operation (attach a schedule, if necessary) 7/10/2026	3. Hours of Operation 5pm-9pm	
4. Premises Address Nettesheim Park, N26W27495 Prospect Ave		
5. City Pewaukee	6. State WI	7. Zip Code 53072
8. County Waukesha	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Pewaukee	
10. Organizer of Event (if not the named applicant)	11. Email and/or Phone Number for Organizer of Event	
12. Organizer Website	13. Event Website	
14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. The event is outside. We will be dispensing from the Brewfinity trailer and the records will be stored on-site for the duration of the event in the van.		
15. On-Site Contact (Last Name, First Name) Ostram, Chad	16. On-Site Contact Phone 262-271-2701	17. On-Site Contact Email chad@brewfinitybrewing.com
18. Will you operate a restaurant on the premises? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
19. What alcohol beverages will be offered for sale? (check all that apply) <input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input checked="" type="checkbox"/> Intoxicating Liquor (other than wine)		
20. What alcohol beverages does the permittee produce? (check all that apply) <input checked="" type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)		
21. How will customers be served? (check all that apply) ... <input type="checkbox"/> Samples <input checked="" type="checkbox"/> On-premises consumption <input type="checkbox"/> Off-premises consumption		

Part F: Attestation

Who must sign this application?


- sole proprietor • general partner of a partnership • corporate officer • member of an LLC

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 		Date 1/29/2026	
Last Name Ostram		First Name Chad	
Title Owner/Member		Email chad@brewfinitibrewing.com	Phone 262-271-2701
		M.I. R	

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)

1. Will the municipality limit the scope of alcohol beverages offered for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No		
2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe municipal restrictions indicated in questions 1 or 2 above.		
4. Last Name of Municipal Official		5. First Name
		6. M.I.
7. Signature of Municipal Official		8. Date
9. Date Application was Filed with Clerk		10. Date Full-Service Retail Outlet Approved by Governing Body

Form AB-105 Instructions

Producer Full-Service Retail Sales Application

Who may apply for full-service retail sales?

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

Who qualifies for full-service retail sales?

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

What are full-service retail sales?

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

What are full-service retail outlets?

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

What is the difference between a fixed and unlimited transfer full-service retail outlet?

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

How many full-service retail outlets may I have?

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

Who approves full-service retail sales?

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

Can a municipality limit authorized sales at a full-service retail outlet?

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

How do I fill out Form AB-105 and begin the application process?

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

Example: A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

Example: A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

Example: A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F. Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

Specific Instructions:

Part A: Producer Information

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or “doing business as” name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller’s permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person’s name.
- Box 11: Enter contact person’s phone number.
- Box 12: Enter contact person’s email address.

Part B: Production Quantity

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
 - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
 - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

Part C: Request for Full-Service Retail Sales at the Production Premises

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

Part D: Request for Fixed Full-Service Retail Outlet

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
 - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Example: The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

Example: The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.

- Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 14.

Part F: Attestation

- Read the attestation carefully, then sign and date.

Part G: For Municipal Use Only

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

Completion and Submission of Form AB-105

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
 - The municipality should complete Part G and return it to the producer applicant.
 - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: DORAlcoholPermits@wisconsin.gov

- Mail the form to the following address:

Wisconsin Department of Revenue
Division of Alcohol Beverages
P.O. Box 8934
Madison, WI 53708-8934

Assistance

This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

Website: [DOR Alcohol Beverage \(wi.gov\)](http://DORAlcoholBeverage.wi.gov)

Write: DORAlcohol@wisconsin.gov

Call: (608) 266-2526

Save

Print

Clear

Form
AB-105

Producer Full-Service Retail Sales Application

Date
1/29/2026

Part A: Producer Information		
1. Business Legal Name (individual name if sole proprietor) Kellermeister Beverages LLC		
2. Business Name or DBA	3. Agent Name Chad Ostram	
4. FEIN 47-5354872	5. Wisconsin Seller's Permit Number 456-1028904632-02	
6. Wisconsin Producer Permit Number 309-1028904632-09	7. Producer Type <input checked="" type="checkbox"/> Brewery <input type="checkbox"/> Winery <input type="checkbox"/> Liquor Manufacturer/Rectifier	
8. Contact Person's First Name	9. Last Name	10. M.I.
11. Contact Person's Phone (262) 271-2701	12. Contact Person's Email chad@brewfinitbrewing.com	

Part B: Production Quantity		
Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.		
Brewery	Manufacturer/Rectifier	Winery
<input type="checkbox"/> Less than 250 barrels <input checked="" type="checkbox"/> 250 - 2,499 barrels <input type="checkbox"/> 2,500 - 7,499 barrels <input type="checkbox"/> 7,500 or more barrels	<input type="checkbox"/> Less than 1,500 liters <input type="checkbox"/> 1,500 - 4,999 liters <input type="checkbox"/> 5,000 - 34,999 liters <input type="checkbox"/> 35,000 or more liters	<input type="checkbox"/> Less than 1,000 gallons <input type="checkbox"/> 1,000 - 4,999 gallons <input type="checkbox"/> 5,000 - 24,999 gallons <input type="checkbox"/> 25,000 or more gallons
Calendar year: Quantity: 669	Calendar year: Quantity:	Calendar year: Quantity:

Complete only ONE of Part C, D or E.

Part C: Request for Full-Service Retail Sales at the Production Premises				
1. Start Date		2. Production Premises Address		
3. City		4. State	5. Zip Code	
6. County		7. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____		

Part D: Request for Fixed Full-Service Retail Outlet				
1. Are you transferring one fixed full-service retail outlet to a new location? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete boxes 2 through 9.				
2. Current Outlet Name				
3. Current Outlet Premises Address				
4. City		5. State	6. Zip Code	
7. County	8. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____		9. Premises Phone Number	

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)

New Fixed Retail Outlet Information (complete boxes 10 through 23)

10. Start Date	11. New Outlet Name		
12. New Outlet Premises Address			
13. City	14. State	15. Zip Code	
16. County	17. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village		18. Premises Phone Number
19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.			
20. Will you operate a restaurant on the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No			
21. What alcohol beverages will be offered for sale? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
22. What alcohol beverages does the permittee produce? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
23. How will customers be served? (check all that apply) ... <input type="checkbox"/> Samples <input type="checkbox"/> On-premises consumption <input type="checkbox"/> Off-premises consumption			

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

1. Name of Event (if applicable) Brewfinity Beer Gardens		
2. Dates of Operation (attach a schedule, if necessary) 8/14/2026	3. Hours of Operation 5pm-9pm	
4. Premises Address Wagner Park, N31W23320 Green Rd		
5. City Pewaukee	6. State WI	7. Zip Code 53072
8. County Waukesha	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Pewaukee	
10. Organizer of Event (if not the named applicant)	11. Email and/or Phone Number for Organizer of Event	
12. Organizer Website	13. Event Website	
14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. The event is outside. We will be dispensing from the Brewfinity trailer and the records will be stored on-site for the duration of the event in the van.		
15. On-Site Contact (Last Name, First Name) Ostram, Chad	16. On-Site Contact Phone 262-271-2701	17. On-Site Contact Email chad@brewfinitybrewing.com
18. Will you operate a restaurant on the premises? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
19. What alcohol beverages will be offered for sale? (check all that apply) <input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input checked="" type="checkbox"/> Intoxicating Liquor (other than wine)		
20. What alcohol beverages does the permittee produce? (check all that apply) <input checked="" type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)		
21. How will customers be served? (check all that apply) ... <input type="checkbox"/> Samples <input checked="" type="checkbox"/> On-premises consumption <input type="checkbox"/> Off-premises consumption		

Part F: Attestation

Who must sign this application?


- sole proprietor
- general partner of a partnership
- corporate officer
- member of an LLC

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 		Date 1/29/2026	
Last Name Ostram		First Name Chad	
Title Owner/Member		Email chad@brewfinitibrewing.com	Phone 262-271-2701
		M.I. R	

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)

1. Will the municipality limit the scope of alcohol beverages offered for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No		
2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe municipal restrictions indicated in questions 1 or 2 above.		
4. Last Name of Municipal Official		5. First Name
		6. M.I.
7. Signature of Municipal Official		8. Date
9. Date Application was Filed with Clerk		10. Date Full-Service Retail Outlet Approved by Governing Body

Form AB-105 Instructions

Producer Full-Service Retail Sales Application

Who may apply for full-service retail sales?

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

Who qualifies for full-service retail sales?

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

What are full-service retail sales?

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

What are full-service retail outlets?

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

What is the difference between a fixed and unlimited transfer full-service retail outlet?

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

How many full-service retail outlets may I have?

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

Who approves full-service retail sales?

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

Can a municipality limit authorized sales at a full-service retail outlet?

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

How do I fill out Form AB-105 and begin the application process?

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

Example: A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

Example: A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

Example: A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F. Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

Specific Instructions:

Part A: Producer Information

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or “doing business as” name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller’s permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person’s name.
- Box 11: Enter contact person’s phone number.
- Box 12: Enter contact person’s email address.

Part B: Production Quantity

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
 - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
 - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

Part C: Request for Full-Service Retail Sales at the Production Premises

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

Part D: Request for Fixed Full-Service Retail Outlet

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
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- Box 23: Check all types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
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Part E: Request for Unlimited Transfer Full-Service Retail Outlet

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
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Example: The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Example: The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

Example: The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
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Part F: Attestation

- Read the attestation carefully, then sign and date.

Part G: For Municipal Use Only

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
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- Box 4-10: The municipal official completing this part should fill in the information requested.

Completion and Submission of Form AB-105

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- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
 - The municipality should complete Part G and return it to the producer applicant.
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After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: DORAlcoholPermits@wisconsin.gov
- Mail the form to the following address:

Wisconsin Department of Revenue
Division of Alcohol Beverages
P.O. Box 8934
Madison, WI 53708-8934

Assistance

This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

Website: [DOR Alcohol Beverage \(wi.gov\)](http://DORAlcoholBeverage.wi.gov)

Write: DORAlcohol@wisconsin.gov

Call: (608) 266-2526

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and Possible Action Regarding an Offer to Donate Approximately 4.39 Acres of Land Located along the East Side of Redford Boulevard (County Road F) and Approximately 625 Feet South of Beaver Court (PWC 0872997)

Sub Item Agenda Language:

Background Provided By:

Nick Fuchs

Background:

Robert and Lois Severson, representing the Robert and Lois I Severson Revocable Trust, contacted the City of Pewaukee regarding the possible donation of their land located along Redford Boulevard, approximately 625 feet south of Beaver Court.

The subject property is approximately 4.39 acres. According to FEMA mapping, it is designated as Zone AE 100-year floodplain and a high-risk Special Flood Hazard Area (SFHA). Accordingly, the property is zoned F-1 Floodplain District and designated as Floodplains, Lowland, & Upland Conservancy and Other Natural Areas on the City's Year 2050 Land Use / Transportation Plan.

The Wisconsin Department of Natural Resources Surface Water Data Viewer mapping shows the property as entirely wetland. As such, no development of the property is anticipated.

It is anticipated the City would be responsible for transfer and recording fees. The transfer may be accomplished via Quit Claim Deed.

Fiscal Impact:

The Waukesha County Register of Deeds charges a recording fee of \$30 for Deeds.

The property is assessed at \$11,000 and the 2025 property tax bill was in the amount of \$103.02.

Additional costs are not anticipated.

Recommended Motion:

A motion to accept the offer to acquire the subject property with transfer and recording fees to be paid by the City.

To: the City of Pewaukee
W240N3065 Pewaukee Rd.
Pewaukee, WI 53072

Date: January 29, 2026

Attention: Nick Fukes

From: Robert T. and Lois I. Severson, Trustees

It is our desire to donate our 4.4 acres (parcel ID#0872997) located in the City of Pewaukee to the City of Pewaukee. We understand that this donation relinquishes our control or use of this property and that the City of Pewaukee receives that control once title of ownership has been transferred.

Please let us know how and when the transfer of ownership can take place.

Sincerely,

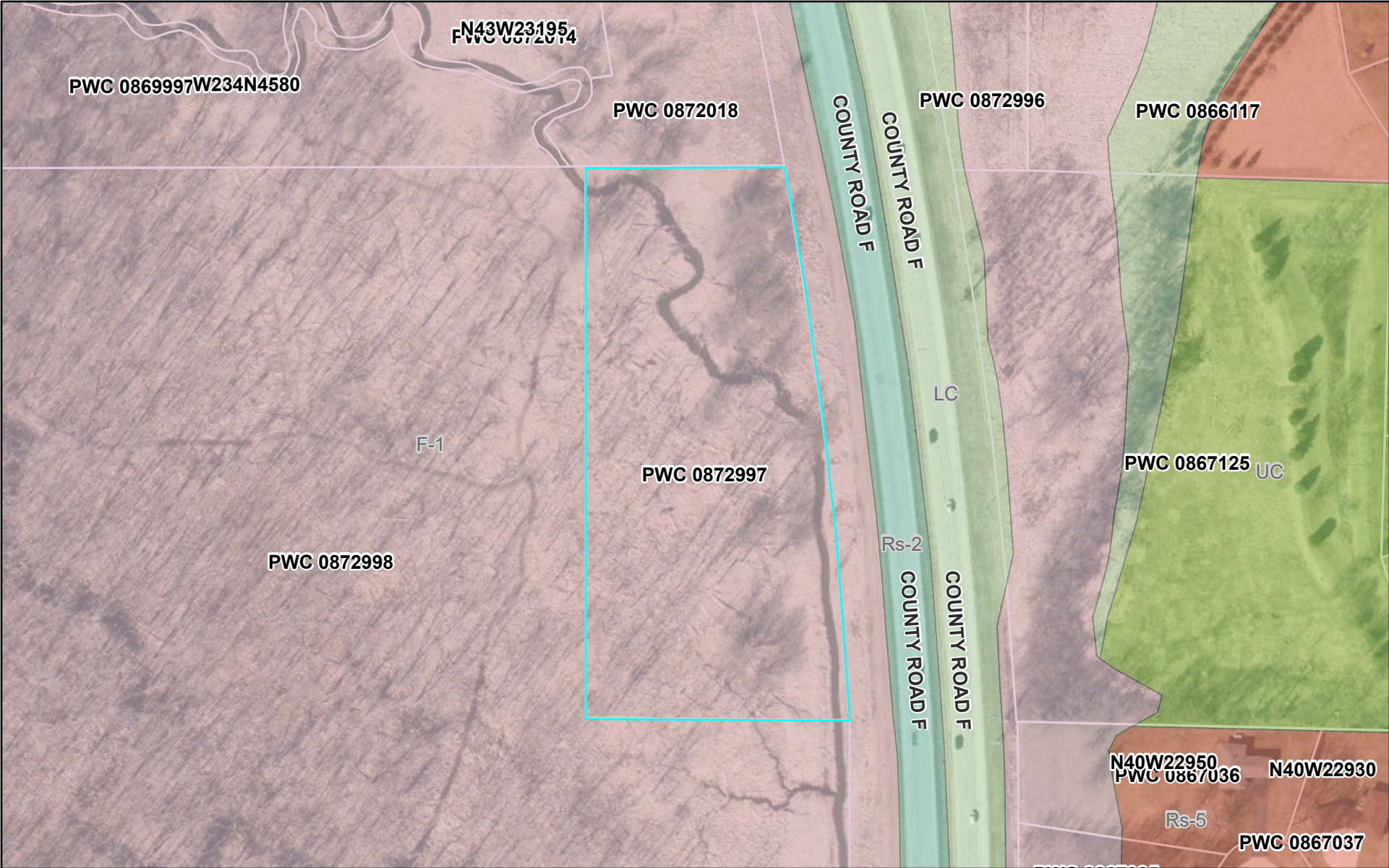
 Date 1-29-26

Robert T. Severson, Trustee

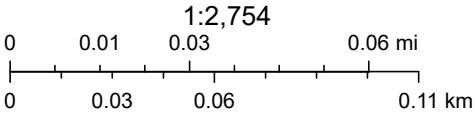
 Date January 29, 2026

Lois I. Severson, Trustee

PWC 0872997







1/29/2026, 3:50:17 PM



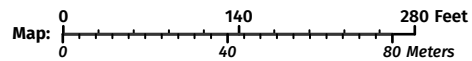
SE Wisc Reg Planning Comm, SEWRPC, Microsoft, Vantor



Legend: (some map layers may not be displayed)

-  Wetland Class Areas
-  Rivers and Streams
-  Intermittent Streams
-  Rivers and Streams
-  Intermittent Streams
-  24K Streams and Rivers
-  Latest Leaf Off Index
-  Latest Leaf Off Imagery

Notes:



Map projection: NAD 1983 HARN Wisconsin TM

Service Layer Credits:
DNR Basic Feature VTL (WTM): Wisconsin Department of Natural Resources, GIS Section, Latest Leaf Off: ,
Surface Water (Cached): WIDNR, USGS, and other data, Wetland Inventory NWI (Dynamic): Calvin Lawrence,
Dennis Weise, Nina Rihn

This map is a product generated by a DNR web mapping application.

This map is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. The user is solely responsible for verifying the accuracy of information before using for any purpose. By using this product for any purpose user agrees to be bound by all disclaimers found here: <https://dnr.wisconsin.gov/legal>

Date Printed: 1/29/2026 3:47 PM

In Attendance:

Mayor S. Bierce, Alderpersons C. Brown, B. Dziwulski, R. Reinbold, S. Tabbert, P. Vetterkind and J. Wamser.

Also In Attendance:

Attorney S. Riffle, Administrator S. Klein, Department of Public Works Director M. Wagner, Park & Recreation Director N. Phalin, City Planner & Community Development Director N. Fuchs, and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance

Mayor Bierce called the meeting to order at 6:30 p.m. and asked everyone to stand for the Pledge of Allegiance.

2. Public Comment - None.

3. New Business

3.1 Discussion and Possible Action Regarding Mobile Beer Vending by Raised Grain Brewing at Pewaukee Youth Baseball Fundraiser at Pewaukee Sports Complex on Saturday, July 18th, 2026

Mr. Phalin stated Pewaukee Baseball holds an annual fundraiser every summer. He said they typically have a beer vendor on site. He said they would like to utilize Raised Grain and have submitted a temporary beer license request. Mr. Phalin stated he has no complaints or concerns regarding this event or with the chosen beer vendor.

A motion was made and seconded (B. Dziwulski, J. Wamser) to approve the temporary beer license for Raised Grain. Motion Passed: 6-For, 0-Against.

3.2 Discussion and Possible Action Regarding 2026-2030 Parks and Recreation Parks and Open Space Plan

Mr. Phalin stated in preparing this document, they reviewed previous goals that had been accomplished, reviewed the responses from 800 community input surveys and used that information to guide future goal setting with staff and the Parks and Recreation Committee. He noted that when applying for grants they need to provide this document to support their request for funding.

A motion was made and seconded (B. Dziwulski, R. Reinbold) to approve the 2026-2030 Parks and Open Space Plan. Motion Passed: 6-For, 0-Against.

3.3 Discussion and Possible Action to Approve **Resolution 26-01-01** Supporting the Knowles-Nelson Stewardship Program

Mr. Phalin stated the Knowles-Nelson Stewardship Program is basically the “parent” for multiple different grants around the State. It is up in the air right now and this

summer a determination will be made whether or not it will continue. He said he is a member of the Wisconsin Parks and Recreation Association and stated they are advocating for the grant program. Mr. Phalin stated both the City and Village of Pewaukee were recipients of grant money. He said \$489,000 was awarded to the All Inclusive Playground and Garrison Splash Pad. He requested the Council's support.

A motion was made and seconded (C. Brown, S. Tabbert) to approve Resolution 26-01-01. Motion Passed: 6-For, 0-Against.

3.4 Discussion and Possible Action Regarding Department of Public Works (DPW) Highway Building Solar Project Contract and Award to the Lowest Qualified Bidder, Blue Sky Solar Company, in the Amount of \$201,945.00

Mr. Fuchs stated four bids were received for this solar project and recommended the contract be awarded to the lowest qualified bidder, Blue Sky Solar Company, in the amount of \$201,945.00.

Mayor Bierce asked if the money for this project was the money the City received from the rebates from the City Hall solar project. Mr. Fuchs stated, yes, in part.

The Mayor asked if the City is anticipating receiving any rebate money from this project.

Mr. Klein stated all of the COVID-19 (ARPA) money was spent. He suggested putting any rebate money from this project towards the City Hall renovations since we are a little short.

Mr. Fuchs stated we are expecting rebates for this project as well.

Mayor Bierce asked Council if they were okay with the money being used wherever staff wanted it to go, without getting their approval first.

Ms. Brown stated she didn't remember the DPW solar project as an ARPA fund consideration. Mayor Bierce stated it was discussed, and we were going to use the rebate funds from the original solar project to fund this project, but due to timing the Splash Pad became the focus. Ms. Brown asked if there was ARPA money set aside for this project. Mr. Fuchs said there is money set aside.

Mayor Bierce again asked if the Council was comfortable allowing staff to use the access money as needed or if they wanted it to be specifically designated. Mr. Dziwulski stated he was comfortable having the funds used as needed. Mr. Klein stated they would use the funds to benefit the City as a whole so that all citizens would benefit.

Ms. Brown said she thought it was odd that we were picking an out-of-state company and not a Wisconsin-based company.

Mr. Klein stated he had the same concerns but added the City Attorney will be able to tell you if they are qualified, and there isn't much you can do.

Mr. Fuchs stated he did hear back from one of their references and didn't find any reason to be concerned. He said the contractor that did the work at City Hall did

review the bid as well.

Mr. Vetterkind stated he didn't find it surprising that a company from out of state had the lower bid. He said solar is an industry that travels.

Ms. Brown asked if the company would stand by their work if something went wrong or parts have to be replaced. She asked how long they have been in business.

Attorney Riffle stated our contracts have multiple insurances to cover any issues that arise. He said we can't exclude them unless there was a rational reason.

Mr. Dziwulski stated Blue Sky's website says they have been in business since 2012.

Mr. Reinbold added that they weren't any further than LaCrosse.

A motion was made and seconded (B. Dziwulski, P. Vetterkind) to award the Public Works building solar project to the lowest qualified bidder, Blue Sky Solar Company, in the amount of \$201,945.00. Motion Passed: 5-For, 1-Against (C. Brown).

3.5 Discussion and Possible Action Regarding a Proposed Amtrak Hiawatha Station Located Along the North Side of Marjean Lane and West of Duplainville Road

Mr. Fuchs stated Amtrak approached the City looking for general support for their proposed extension of the Hiawatha train from Milwaukee to Madison. He said they were looking for potential stops in Watertown and Pewaukee. He said Amtrak identified a potential stop on the north side of Marjean Lane and south of the railroad tracks. The preliminary plan shows 65 parking spaces and a 100-foot-long platform. He said the railroad is looking at a grant to pay for all the platform and parking improvements, but the ongoing maintenance and snow removal would be the responsibility of the City. He said the ongoing costs were his biggest concern.

Mayor Bierce stated he is in support of this. He feels it will be a benefit and feels it will be used more than we think it will.

Mr. Reinbold stated he spoke to some people about this and they were ecstatic. He said college students will definitely use it. He added this would be great for trips to Chicago for work and for leisure. He said this is a good thing.

Ms. Brown stated she was open to this. She said she doubts that Pewaukee will be a destination, but there will definitely be people using it to go to other locations.

Mr. Wamser asked if the City could charge for parking to offset the City's expenses, and it was confirmed that we could.

Mr. Tabbert stated this would be an investment in the community, not a money-making opportunity.

The Council directed Mr. Fuchs to move forward with this project.

3.6 Discussion and Possible Action Regarding the Recommendations of Statewide Services, Inc. to Send a Notice of Disallowance to Steve Carmody

Attorney Riffle stated Mr. Carmody tripped and fell in front of City Hall and injured his

face and blamed it upon our negligence of maintaining the entry area. Attorney Riffle commended the Statewide adjusters for viewing the security video and coming to the conclusion that Mr. Carmody tripped over his own two feet. Therefore, they recommend the City deny his claim. Attorney Riffle stated this would shorten the time that Mr. Carmody has to bring a lawsuit against the City.

A motion was made and seconded (B. Dziwulski, R. Reinbold) to direct staff to send Mr. Carmody a notice of disallowance. Motion Passed: 6-For, 0-Against.

- 3.7 Discussion and Possible Action to Consider and Approve **Ordinance 26-01** to Detach a Portion of the City of Pewaukee, Waukesha County, State of Wisconsin to the Village of Pewaukee, Waukesha County, State of Wisconsin

Attorney Riffle stated this detachment was approved last year. It was sent to the Village Attorney, but it was never followed up on. He said there is a 60-day time frame, so it needs to be acted upon again by the City.

A motion was made and seconded (S. Tabbert, B. Dziwulski) to waive the second reading and approve Ordinance 26-01. Motion Passed: 6-For, 0-Against.

- 3.8 Discussion and Possible Action to Approve the Accounts Payable Listing Submitted January 19, 2026

There was no discussion related to this item.

A motion was made and seconded (P. Vetterkind, J. Wamser) to approve the accounts payable listing. Motion Passed: 6-For, 0-Against.

4. Engineering

- 4.1 Discussion and Possible Action to Adopt a Holding Tank Agreement for the Property Located at W224N2131 Elmwood Drive (PWC 0958-997)

Ms. Wagner stated the previous property owner of this property had a holding tank agreement and this is to update the existing holding tank agreement with additional funds due to the revised fee schedule. She stated sewer was not available.

Mr. Dziwulski noted that the address was not correct on the document and needs to be updated.

Mr. Reinbold asked if the property owner would be required to connect to sewer if available. Ms. Wagner stated it is an ordinance requirement.

A motion was made and seconded (B. Dziwulski, C. Brown) to approve the holding tank agreement. Motion Passed: 6-For, 0-Against.

- 4.2 Discussion and Possible Action to Approve the First Reduction of Cedar Gables Letter of Credit from \$1,822,905.55 to \$1,593,053.05 (*A reduction of \$229,852.50*)

Ms. Wagner stated Cedar Gables did construct the off-site sanitary sewer and are requesting a reduction to their Letter of Credit in that amount. She stated she didn't authorize the total amount requested for the following reasons; the pavement needs

to be replaced, landscaping is needed, and early grading. She said they originally had a separate early grading agreement but when the developer agreement was considered everything was pulled together. She held some funds for seeding.

A motion was made and seconded (J. Wamser, C. Brown) to approve the reduction of Cedar Gables' Letter of Credit based on the City Engineer's recommendations. Motion Passed: 6-For, 0-Against.

5. Public Comment – None.
6. Adjournment

A motion was made and seconded (C. Brown, S. Tabbert) to adjourn the meeting at 7:02 p.m. Motion Passed: 6-For, 0-Against.

Respectfully Submitted

Kelly Tarczewski
Clerk/Treasurer

In Attendance:

Alderspersons: B. Dziwulski, R. Reinbold, S. Tabbert, P. Vetterkind and J. Wamser. Mayor S. Bierce and Alderperson C. Brown were absent and excused.

Also In Attendance:

Attorney L. Martel, DPW Director M. Wagner, City Planner & Community Development Director N. Fuchs, and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance

At 6:30 p.m. and in the absence of Mayor S. Bierce and Council President C. Brown, Clerk/Treasurer K. Tarczewski opened the Common Council Meeting and asked everyone to stand for the Pledge of Allegiance.

2. Point of Order

2.1 Discussion and Action to Select a Temporary Presiding Officer

Ms. Tarczewski asked for a nomination to preside over the meeting.

A motion was made and seconded (R. Reinbold, S. Tabbert) to nominate B. Dziwulski. Motion Passed: 5-For, 0-Against.

3. Public Comment

Noah Sobczak (W239 N3244 Fieldside Road) stated he is a graduate of the University of Madison and has a Civil Engineering degree. He participated in a club that studied railroad stations for several years and has attended various meetings and conferences and now will be launching a career in the corridor ID projects in Wisconsin as well as the Midwest. He stated this will entail studying Amtrack stations, routes and planning across the country. He stated he was in favor of establishing an Amtrack station in Pewaukee. He stated he was willing to share his research papers that would support this venture. He encouraged the City to invest in locating a permanent Amtrak station location in the City of Pewaukee.

4. Presentation

4.1 Presentation of 2024 Financial Audit

Paul Frantz from Baker Tilly was present for this item. He stated the audit report was issued in December 2025 for the 2024 fiscal year. He confirmed the financial statements held all the necessary disclosures, all accounting principles were adopted and applied consistently year after year and that the document was free of material misstatements. He stated this is the highest level of assurance they can provide. He stated due to the date the data is stale. He said the general fund reserve is just over \$5.8 million dollars. The City is in strong financial health and has no concerns. He reported on the material weaknesses; journal entries and the corrections that are made to the day-to-day books as part of the audit process to get the City's financial

systems to get in line with general acceptable accounting principles. He also mentioned the lack of segregation of duties and reporting due to staffing. He said that is not unusual, but he needs to make Council aware of that fact.

Mr. Frantz stated moving forward Baker Tilly will no longer be doing the City's audits even though there was a signed contract through 2028. He stated management asked to go out for Request for Proposal (RFP). He stated due to how that was communicated with them, they made the decision not to bid. He stated they would be good stewards and make sure the transition to the new firm goes well.

To ensure good financial statements are issued timely, Mr. Franz urged management to determine when future audits should be completed. He suggested 6-8 months after year end. He said although Baker Tilly didn't have anything noted within their audit documents the process was delayed due to readiness.

There were no questions from the Council members.

Mr. Frantz thanked the Council for the opportunity to work with the City.

5. **Plan Commission Reports and Recommendations**

5.1 **PUBLIC HEARING**, Discussion and Possible Action Regarding a Conditional Use Permit to Allow for the Construction of a New Boathouse Upon Property Located at N27 W27074 Woodland Drive (PWC 0933-119) as Requested by Brian and Beth Bautz

Mr. Fuchs stated this Conditional Use is for the construction of a 294 square foot boathouse measuring 15 feet tall and constructed of fiber cement siding which would match the home's siding. He noted a portion of the boathouse is within the floodplain requiring the condition that the construction complies with the requirements of Section 207-13B of the City's Flood Plain Ordinance and the applicant is aware of that. Mr. Fuchs added that staff recommended approval.

Mr. Reinbold asked if there were any variances. Mr. Fuchs stated there were not.

At this time Mr. Dziwulski opened the public hearing.

Jim Marlin (N27 W27086 Woodland Drive) stated he was not in favor of the boathouse because he felt it would restrict his view of the lake. He stated the ordinance is horribly written allowing boathouses as long as it doesn't block the entire view. He said it is unrealistic that he would have no objections unless it blocked his entire view. Mr. Marlin stated requirements have changed over the 40 years he has lived there. He remembers issues with building a deck because the steps were slightly within the floodplain and now, it's whatever you want. He said he had had a conversation with the neighbor regarding the landscaping. He was assured the arborvitae would not block his entire view.

Mr. Marlin said just because there are maximum sizes for things doesn't mean that's what should be allowed. He asked if the Council will allow for a solid wall of buildings or if there should be open space so that people could see the lake. He said Mr. Bautz has tried to be accommodating and is willing to help a bit. He said that Mr. Bautz is willing to make the boathouse a little smaller. He reminded the Council that things shouldn't be "rubber stamped" and asked them to preserve the lake.

Brian Bautz (N27 W27074 Woodland Drive) stated he was present to answer any questions. He said at present time the proposed boathouse is 294 square feet and they were not looking to make it larger. Mr. Bautz stated he spoke to his contractor and if they go from a 6:12 pitch to a 4:12 pitch they can drop the height to 13 and a half feet. He stated they have a small conforming lot so the structure would be built 60-feet from the property line. He said they would be removing the 15-foot patio to allow for more impervious space.

Kate Marlin (N26 W27066 Prospect Avenue) stated it is important that the Council consider what the intended use is. She said when that was brought up to Mr. Bautz, he stated he might not need all that space for storage. She said she wished the City would ask that of applicants if it needed to be built to the max capacity.

Mr. Bautz stated he is using the boathouse for the intended use, not as an entertainment area or for a bar.

Mr. Fuchs stated the maximum size for a boathouse is 450 square feet.

Mr. Tabbert asked what the boathouse guidelines are. Mr. Fuchs stated the maximum size is 450 square feet. The height can be 15 feet, and a roof top deck could be added with 36-inch railings. It has to be located 5 feet from the normal high-water mark, and the side setback depends on the zoning district but typically ranges from 5 to 15 feet. He said the lot coverage is based on the shoreland overlay district allowing 20 percent structure coverage. He said he believes some revisions to accessory structures were made in 2022.

Mr. Bautz stated there is a 35-foot setback. He said when they built the house they knew the impervious surfaces were going to be a challenge so they put in a rain garden and they will be adding rain mitigation, which adds 7.5 percent. He stated they are taking steps to meet the code.

At this time, Mr. Dziwulski closed the Public Hearing.

Mr. Wamser stated there are a variety of boathouses in the area, noting some of them were not for practical storage. He felt we need to focus on giving people the ability to store things.

Mr. Reinbold stated comparatively speaking, this request is small. The applicant worked with the neighbors and lowered the height of the roof and there is no proposed roof top patio. He said he felt this request was reasonable. Mr. Vetterkind agreed.

Mr. Tabbert also agreed and added the applicant tried to be sensitive to neighbors' concerns and reduced the height of the boathouse. He said he also sympathizes with the neighbors. Mr. Tabbert stated he feels the shoreline is way over developed. Unfortunately, what has been previously done cannot be changed.

Attorney Martell asked if there was a change in the plans that Mr. Bautz originally presented. Mr. Dziwulski stated the only change was lowering the pitch of the roof. Mr. Fuchs said staff would not object to that but if Council wants to ensure that that change happens, he recommended putting that in the motion.

A motion was made and second (R. Reinbold, P. Vetterkind) to approve the Conditional Use Permit for the boathouse and direct City Staff to follow up with the changes in the design with the lower roof. Motion Passed: 4-For, 0-Against.

Mr. Fuchs stated staff will review the boathouse plans when the property owner comes in for his building permit to ensure the height was lowered.

5.2 **PUBLIC HEARING**, Discussion and Possible Action Regarding a Conditional Use Permit to Allow for an Animal Sanctuary Upon Property Located at N47 W26699 Lyndale Road (PWC 0882-999-001) as Requested by Cold Noses Sanctuary

Mr. Fuchs stated this is a request for a Conditional Use Permit for an animal sanctuary and hobby farm. The applicant is proposing having dogs, cats, horses, goats, and donkeys on the farm. They will be up for adoption, however if they were not adopted they would live their lives on the farm. He stated the applicant also plans on having events, fundraisers and educational programs. Mr. Fuchs stated there are also plans for future site and building improvements over time. He said staff is recommending approval with several conditions based on those future improvements, limiting the capacity of the future events, and limiting the number of animals which will be based on the zoning code or applicant request. He said the applicant could ask for an amendment to the Conditional Use if needed.

Mr. Vetterkind asked how many acres this was. Mr. Fuchs responded that it was a total of 35 acres.

Mr. Reinbold asked if this was the same parcel the construction company was looking at. Mr. Fuchs stated this was the northern portion of the Winkleman Farm that was recently subdivided.

At this time Mr. Dziwulski opened the public hearing.

John Brown (N47 W27100 Greenhill Court) voiced his concerns. He said the people who bought the 35 acres are already in there. He said he was curious about the development of the other 129 acres with the seven proposed industrial buildings. He asked if this is how the City does things by finalizing the plans and then telling the adjacent property owners. He said they didn't hear about the sanctuary until it was a done deal. He said he doesn't care about the sanctuary but said the seven industrial buildings with 66-foot wide roads and potentially 500 trucks coming down Lyndale Road and Ryan Street will affect his neighborhood immensely.

It was noted that this was off topic and would not be discussed further, but Mr. Brown was encouraged to speak during public comment.

Thalia Haseotes (14200 Woodlawn Circle – Elm Grove) stated she was the owner of the sanctuary. She stated there is a person living in the residence full-time. She reported that they will be working with various veterinarians, who will mostly come out to the farm.

Mr. Tabbert asked if she had any discussions with the neighbors and if they had any objections. Ms. Haseotes stated she spoke to only one of them who has a history of working on the farm and he said he'd be happy to see it utilized as a sanctuary. She said she would be working towards preserving the 35 acres.

Mr. Reinbold asked if there were any paid staff or if it was all volunteers. Ms. Haseotes stated there is one paid staff member and the other one is compensated through housing and the rest are volunteers.

At this time, Mr. Dziwulski closed the Public Hearing.

A motion was made and seconded (S. Tabbert, J. Wamser) to approve the Conditional Use Permit for Cold Noses Sanctuary with staff recommendations.

Motion Passed: 4-For, 0-Against.

6. New Business

- 6.1 Discussion and Possible Action Regarding the Galilee Lutheran Church Request for a Special Event Permit to Hold the Pewaukee Farmers' Market on Wednesdays from June 3 to October 14 at N24 W26430 Crestview Drive and Waive Fees

Ms. Tarczewski stated Galilee Lutheran Church has previously hosted the Farmer's Market and staff has no concerns regarding the event. She stated fees have previously been waived because the City considers this event a public service and no additional City services are provided.

A motion was made and seconded (S. Tabbert, J. Wamser) to approve the Special Event Permit and waive the fees as in the past. Motion Passed: 4-For, 0-Against.

- 6.2 Discussion and Possible Action to Approve **Resolution 26-02-02** Appointing Democratic Party Election Inspectors

Ms. Tarczewski stated the Democratic appointment letter was misdirected and was received after the deadline but wants to be compliant and asked for the Council to approve the appointments.

A motion was made and seconded (P. Vetterkind, S Tabbert) to approve the appointments. Motion Passed: 4-For, 0-Against.

- 6.3 Discussion and Possible Action Regarding **Resolution 26-02-03** Revising Fee Schedule Items for Building Services

Mr. Fuchs stated this is primarily being presented to change the impact fees. He said this year they are going up 2.7 percent based on the Consumer Price Index. He added there were some changes regarding notes and clarifications within the fee schedule. Mr. Fuchs said they are removing the plan review fee for reroofs, residing and window replacements and adding an application fee for a floodplain zoning land use permit.

A motion was made and seconded (R. Reinbold, P. Vetterkind) to approve the fee schedule changes. Motion Passed: 4-For, 0-Against.

- 6.4 Discussion and Possible Action to Approve the Accounts Payable Listing Submitted February 2, 2026

There was no discussion related to this item.

A motion was made and seconded (P. Vetterkind, S. Tabbert) to approve the accounts payable listing. Motion Passed: 4-For, 0-Against.

7. Engineering

7.1 Discussion and Possible Action to Send a Letter of Support to the U.S. Department of Transportation on Behalf of Waukesha County's CTH K Grade Crossing Elimination Project.

Ms. Wagner stated Waukesha County is applying for a \$25 million federal grant. She said while this project is not immediately in our community, it will have some impact on some of our roadways such as Duplainville Road and Weyer Road. Ms. Wagner stated staff supports the grade elimination at CTH K for east / west traffic flow through our municipality and for fire protection, police services, as well as access needed for Highway and Utility Department to serve that area.

Ms. Wagner stated further discussion will be needed when it gets to the design phase.

Mr. Tabbert asked if there would be any reason why we wouldn't support this. Ms. Wagner stated she is not aware of any. She said the work is overdue in that corridor and supports the work they want to do. She stated that intersection is dangerous when it gets backed up due to trains and trucking.

Ms. Wagner stated she had some concerns as to how it may impact Duplainville Road, Lindsay Road and potentially Weyer Road, but it can be addressed during the design process.

A motion was made and seconded (R. Reinbold, J. Wamser) to send a letter in support of Waukesha County's CTH K grade crossing elimination project.

Motion Passed: 4-For, 0-Against.

8. Public Comment

Mr. Dziwulski reminded the audience that the public was welcome to make comments, but the Council could not discuss the matter at this time.

Mr. Brown asked who his Aldermen would be. Mr. Reinbold stated he lives in District #1. Mr. Brown stated he was concerned about the proposed development of seven industrial buildings on 129 acres of land, consisting of 1.25 million square feet of industrial space under roof with potentially 500 semis traveling on JK and Ryan Street daily. He said there may even be the potential of City sewer and water coming to the area. Mr. Brown stated this would be life changing.

Maureen McLean (N47 W27140 Greenhill Court) stated her house backs up to Lynndale Road and when semis use it as a shortcut, it rattles their house. She said the neighborhood is small, noting there are only about 18 houses in the area. She said they need to be made aware of what is happening.

9. Adjournment

A motion was made and seconded (P. Vetterkind, S. Tabbert) to adjourn the meeting at 7:17 p.m. Motion Passed: 4-For, 0-Against.

Respectfully Submitted

Kelly Tarczewski
Clerk/Treasurer

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/06/2026	400	145175	1ST AYD	FIRE ADMINISTRATION - OPERATING	53400	52210	1,130.50
02/06/2026	400	145176	AIRGAS USA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	398.88
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	290.42
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	589.02
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	391.45
				CHECK 400 145176 TOTAL FOR FUND 100:			<u>1,669.77</u>
02/06/2026	400	145177	ALL COUNTY ELECTRIC	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	150.00
02/06/2026	400	145178	ALLEN & MARLA COLLINS	REAL ESTATE TAXES RECEIVABLE	12100	00000	666.04
02/06/2026	400	145179*#	BAKER TILLY US LLP	AUDIT SERVICES	52120	51510	7,421.70
02/06/2026	400	145180	BATTERIES PLUS LLC	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	63.95
02/06/2026	400	145181	BEVERLY LANGERUD	REAL ESTATE TAXES RECEIVABLE	12100	00000	7.27
02/06/2026	400	145182	BIEBEL'S TRUE VALUE AND JUST ASK	HIGHWAY - OPERATING SUPPLIES	53400	53100	33.92
02/06/2026	400	145183	BLAKE & DANA SCHOTT	REAL ESTATE TAXES RECEIVABLE	12100	00000	426.15
02/06/2026	400	145184	BUELOW VETTER BUIKEMA OLSON &	ATTORNEY'S FEES	52100	51430	1,495.00
02/06/2026	400	145186*#	CENTEC SECURITY SYSTEMS	HIGHWAY - BLDG REPAIRS & MAINT	52410	53100	212.34
02/06/2026	400	145187	CHERRIE LARSON	RECREATION PROGRAM - CONTRACTED	52190	55300	400.00
				RECREATION PROGRAM - CONTRACTED	52190	55300	660.00
				CHECK 400 145187 TOTAL FOR FUND 100:			<u>1,060.00</u>
02/06/2026	400	145188*#	CINTAS	HIGHWAY - OPERATING SUPPLIES	53400	53100	68.28
02/06/2026	400	145190	CONLEY MEDIA	CLERK/TREASURER - NOTICES &	53470	51420	24.27
02/06/2026	400	145191	COREY OIL	HIGHWAY - FUEL	53420	53100	1,643.85
02/06/2026	400	145192	CUMMINS SALES & SERVICE	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,205.75
02/06/2026	400	145193	DANIEL & HANNAH TARPEY	REAL ESTATE TAXES RECEIVABLE	12100	00000	556.14

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/06/2026	400	145194	DANIEL RAY OLIVER	REAL ESTATE TAXES RECEIVABLE	12100	00000	1,025.56
02/06/2026	400	145195	DTN LLC	HIGHWAY - CONTRACT SERVICES	52160	53100	4,701.28
02/06/2026	400	145196*#	ELLIOTTS ACE HARDWARE	HIGHWAY - OPERATING SUPPLIES	53400	53100	43.99
02/06/2026	400	145197	ERIC & LINDSAY RYBOLD	REAL ESTATE TAXES RECEIVABLE	12100	00000	306.63
02/06/2026	400	145198	ERIK & SHANAN BORRESEN	REAL ESTATE TAXES RECEIVABLE	12100	00000	341.89
02/06/2026	400	145199	FITNESS TECHS	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	480.00
02/06/2026	400	145201*#	FORWARD TS	CLERK/TREASURER - EQUIP REPAIR & MAINT	52430	51420	77.57
				ENGINEERING - OPERATING SUPPLIES	53400	53110	133.54
				CHECK 400 145201 TOTAL FOR FUND 100:			<u>211.11</u>
02/06/2026	400	145202	GALLS	FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	98.51
02/06/2026	400	145203	GIRISH VEERARAGHAVAN &	REAL ESTATE TAXES RECEIVABLE	12100	00000	951.41
02/06/2026	400	145204	HINKLEY SPRINGS	FIRE ADMINISTRATION - OPERATING	53400	52210	236.20
02/06/2026	400	145205	Horizon Construction Group	BOB25-0012	23175	00000	2,500.00
02/06/2026	400	145206	HOTSY CLEANING SYSTEMS	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	425.97
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	112.63
				CHECK 400 145206 TOTAL FOR FUND 100:			<u>538.60</u>
02/06/2026	400	145208	JAMES IMAGING SYSTEMS	IT - OTHER PROFESSIONAL SERVICES	52190	51450	65.00
02/06/2026	400	145209	JESSE KANTERS & ANA GARCIA	DEFERRED REVENUES - ADVANCE TAX	26310	00000	399.48
02/06/2026	400	145210	JODY LEHNHERR & GWENN SCHAMBERGER	REAL ESTATE TAXES RECEIVABLE	12100	00000	73.27
02/06/2026	400	145211	JOHNS DISPOSAL SERVICE	RECYCLE - GARBAGE COLLECTION	52800	53620	76,546.68
02/06/2026	400	145212	JONATHAN HUNDERMAN &	REAL ESTATE TAXES RECEIVABLE	12100	00000	15.67
02/06/2026	400	145213	JOSEPH RD LLC	REAL ESTATE TAXES RECEIVABLE	12100	00000	25.00
02/06/2026	400	145214	JUDITH PIZZA	REAL ESTATE TAXES RECEIVABLE	12100	00000	2,183.55

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/06/2026	400	145215	JX ENTERPRISES, INC.	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	452.13
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	29.04
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	109.12
				CHECK 400 145215 TOTAL FOR FUND 100:			<u>590.29</u>
02/06/2026	400	145216	KAESTNER AUTO ELECTRIC CO.	HIGHWAY - OPERATING SUPPLIES	53400	53100	371.94
02/06/2026	400	145217	KAY STIEFEL	PARK RECREATION PROGRAMS	46721	00000	25.00
02/06/2026	400	145218	KEVIN PASKIEWICZ	REAL ESTATE TAXES RECEIVABLE	12100	00000	48.49
02/06/2026	400	145219	KIMBALL MIDWEST	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	385.22
02/06/2026	400	145220	KWIK TRIP INC.	FIRE PROTECTIVE SERVICES - FUEL	53420	52230	6,366.62
02/06/2026	400	145221	LEVI QUINNEY & LISA QUINNEY	REAL ESTATE TAXES RECEIVABLE	12100	00000	4.07
02/06/2026	400	145222	LIFE-ASSIST INC	FIRE PROTECTIVE SERVICES - EMS	53450	52230	786.46
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	1,222.32
				CHECK 400 145222 TOTAL FOR FUND 100:			<u>2,008.78</u>
02/06/2026	400	145223	LOCHEN EQUIPMENT	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	425.00
02/06/2026	400	145224	LUIS & POLLY LIPINSKI	REAL ESTATE TAXES RECEIVABLE	12100	00000	46.63
02/06/2026	400	145225	MARK & LINDA KLEMM	REAL ESTATE TAXES RECEIVABLE	12100	00000	210.50
02/06/2026	400	145226*#	MENARDS	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	8.74
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	173.78
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	41.51
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	251.65
				FIRE ADMINISTRATION - OPERATING	53400	52210	94.09
				FIRE ADMINISTRATION - OPERATING	53400	52210	7.66
				HIGHWAY - OPERATING SUPPLIES	53400	53100	27.93
				HIGHWAY - OPERATING SUPPLIES	53400	53100	25.98
				HIGHWAY - OPERATING SUPPLIES	53400	53100	10.48
				HIGHWAY - OPERATING SUPPLIES	53400	53100	217.51
				HIGHWAY - OPERATING SUPPLIES	53400	53100	77.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				HIGHWAY - OPERATING SUPPLIES	53400	53100	12.07
				HIGHWAY - OPERATING SUPPLIES	53400	53100	67.24
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	51.16
				CHECK 400 145226 TOTAL FOR FUND 100:			<u>1,066.80</u>
02/06/2026	400	145227	MOTION CONNECTED	EMPLOYEE SERVICES - EMPLOYEE WELLNESS	52700	51430	405.00
02/06/2026	400	145228	NATYNSKI REVOCABLE TRUST	REAL ESTATE TAXES RECEIVABLE	12100	00000	312.65
02/06/2026	400	145230	PARTNER2LEARN, LLC	EMPLOYEE SERVICES - TRAINING	52980	51430	2,550.00
02/06/2026	400	145231	PREMIUM WATERS, INC	PARKS - OPERATING SUPPLIES	53400	55200	65.49
02/06/2026	400	145232	PROVEN POWER, INC.	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	194.23
02/06/2026	400	145233	RICHARD & JULIE GASKELL	REAL ESTATE TAXES RECEIVABLE	12100	00000	169.15
02/06/2026	400	145234	RILEY PETERSON & KIMBERLY ACKLEY	DEFERRED REVENUES - ADVANCE TAX	26310	00000	275.24
02/06/2026	400	145235	ROBERT & PAMELA MILLER	REAL ESTATE TAXES RECEIVABLE	12100	00000	169.15
02/06/2026	400	145237	STEPHEN & ALYSSA BEHRENDT	REAL ESTATE TAXES RECEIVABLE	12100	00000	49.37
02/06/2026	400	145238	STEVE CALMES	HIGHWAY - SAFETY EQUIPMENT	53480	53100	164.99
02/06/2026	400	145239	STEVEN & GAIL MUSSELWHITE	REAL ESTATE TAXES RECEIVABLE	12100	00000	108.91
02/06/2026	400	145240	SUPPLYZONE	HIGHWAY - OPERATING SUPPLIES	53400	53100	1,525.67
02/06/2026	400	145241	TAD DICIAULA & SARAH FEINAUER	DEFERRED REVENUES - ADVANCE TAX	26310	00000	964.13
02/06/2026	400	145242	TDS	FIRE ADMINISTRATION - PHONE & CELL	52260	52210	164.39
				FIRE ADMINISTRATION - PHONE & CELL	52260	52210	301.20
				FIRE ADMINISTRATION - PHONE & CELL	52260	52210	162.04
				FIRE ADMINISTRATION - PHONE & CELL	52260	52210	296.95
				CHECK 400 145242 TOTAL FOR FUND 100:			<u>924.58</u>
02/06/2026	400	145243	TEDD JACOBSON	REAL ESTATE TAXES RECEIVABLE	12100	00000	59.09
02/06/2026	400	145245	UNIFIRST CORP	FIRE ADMINISTRATION - OPERATING	53400	52210	124.25
02/06/2026	400	145246	VANCE FORREST	REAL ESTATE TAXES RECEIVABLE	12100	00000	19.44

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/06/2026	400	145247	VINCENT & LINDSEY SCIANO	REAL ESTATE TAXES RECEIVABLE	12100	00000	169.15
02/06/2026	400	145250	WAUKESHA CO TREASURER	SERVICE FEES	52900	53635	1,658.81
02/06/2026	400	145251	WE ENERGIES	PARKS - ELECTRICITY	52210	55200	34.07
02/06/2026	400	145252	Westridge Builders	BOB25-0024	23175	00000	500.00
02/06/2026	400	145253	WI DEPT OF REVENUE	ASSESSOR - WI MFG ASSESSOR CHARGES	52150	51530	300.00
Total for fund 100 GENERAL FUND							130,871.47

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 230 STORM WATER MANAGEMENT							
02/06/2026	400	145185	BURKE TRUCK & EQUIPMENT	EQUIPMENT REPAIR & MAINT	52430	53650	1,781.75
02/06/2026	400	145186*#	CENTEC SECURITY SYSTEMS	BUILDING REPAIRS & MAINT	52410	53650	106.16
02/06/2026	400	145188*#	CINTAS	OPERATING SUPPLIES	53400	53650	34.13
02/06/2026	400	145200	FORCE AMERICA, INC.	EQUIPMENT REPAIR & MAINT	52430	53650	858.44
02/06/2026	400	145201*#	FORWARD TS	OPERATING SUPPLIES	53400	53650	133.54
02/06/2026	400	145207	HYDRA-SEAL, INC	EQUIPMENT REPAIR & MAINT	52430	53650	366.32
02/06/2026	400	145244	TRIPLE CROWN PRODUCTS	UNIFORMS & PROTECTIVE EQUIPMENT	53410	53650	551.25
02/06/2026	400	145248*#	VISU-SEWER	STORM SEWER MAINT - TELEVISIONING	52400	53651	23,117.91
Total for fund 230 STORM WATER MANAGEMENT							26,949.50

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User: FIORENTINO
DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 01/30/2026 - 02/06/2026

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 420 CAPTIAL ROAD PROJECTS							
02/06/2026	400	145236	ROBERT E LEE & ASSOCIATES, INC	GREENHILL/YENCH	58210	57563	3,099.25
Total for fund 420 CAPTIAL ROAD PROJECTS							3,099.25

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
02/06/2026	400	145179*#	BAKER TILLY US LLP	ADMIN & GEN OPS-AUDIT/ACCOUNTANT	52120	10923	2,894.70
02/06/2026	400	145196*#	ELLIOTTS ACE HARDWARE	SOURCE MAINT-BUILDINGS AND GROUNDS	52310	10611	109.98
				PUMP MAINT-BUILD & GROUNDS	52310	10631	75.98
				CHECK 400 145196 TOTAL FOR FUND 600:			<u>185.96</u>
02/06/2026	400	145226*#	MENARDS	BULK WATER FILL STATION	12842	00107	54.99
				SOURCE OPS- SUPPLIES AND EXPENSES	53400	10603	15.41
				SOURCE MAINT-BUILDINGS AND GROUNDS	52310	10611	39.99
				TRANS & DIST MAINT-MISC PLANT REPAIRS	52400	10678	27.47
				CHECK 400 145226 TOTAL FOR FUND 600:			<u>137.86</u>
02/06/2026	400	145229#	NORTHERN LAKE SERVICE, INC	PFAS TREATMET	12818	00107	1,800.24
				TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	93.00
				CHECK 400 145229 TOTAL FOR FUND 600:			<u>1,893.24</u>
02/06/2026	400	145249	WATER REMEDIATION TECH., LL	TREATMENT MAINT-WRT RADIUM TREATMENT	52900	10652	4,453.00
02/06/2026	400	145254*	WI RURAL WATER ASSOCIATION	ADMIN & GEN OPS-UTILITY MEMB & CONT	53200	10930	120.00
02/06/2026	400	29(S)	GRAINGER	SOURCE OPS- SUPPLIES AND EXPENSES	53400	10603	65.83
				SOURCE OPS- SUPPLIES AND EXPENSES	53400	10603	(65.83)
				CHECK 400 29(S) TOTAL FOR FUND 600:			<u>0.00</u>
				Total for fund 600 WATER UTILITY			9,684.76

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 650 SEWER UTILITY							
02/06/2026	400	145179*#	BAKER TILLY US LLP	ADMIN & GEN OPS-AUDITOR/ACCOUNTANT	52120	10923	2,894.70
02/06/2026	400	145189	CITY OF BROOKFIELD	PRE - PAYMENTS	16200	00143	27,447.60
02/06/2026	400	145196*#	ELLIOTTS ACE HARDWARE	SUPPLIES AND EXPENSES	53400	01827	25.97
02/06/2026	400	145226*#	MENARDS	SUPPLIES AND EXPENSES	53400	01827	15.42
				SUPPLIES AND EXPENSES	53400	01827	10.14
				MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	27.47
				CHECK 400 145226 TOTAL FOR FUND 650:			<u>53.03</u>
02/06/2026	400	145248*#	VISU-SEWER	MAINTENANCE OF COLLECTION SYSTEM	52400	01831	9,980.69
				MAINTENANCE SCS SEWER CLEANING	52410	01831	39,160.98
				CHECK 400 145248 TOTAL FOR FUND 650:			<u>49,141.67</u>
02/06/2026	400	145254*	WI RURAL WATER ASSOCIATION	ADMIN & GEN OPS- MEMBERSHIP & CONT EDU	53200	10930	120.00
02/06/2026	400	145255	WISCONSIN CENTRAL	MAINTENANCE SCS SEWER CLEANING	52410	01831	300.00
				Total for fund 650 SEWER UTILITY			79,982.97
			TOTAL - ALL FUNDS				<u>250,587.95</u>

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT