



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

**COMMON COUNCIL  
MEETING NOTICE AND AGENDA  
Monday, March 2, 2026  
6:30 PM**

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

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1. Call to Order and Pledge of Allegiance
2. Public Hearing
  - 2.1 Public Hearing, Discussion, and Possible Action Regarding the Wethersfield Road Rehabilitation Project [Wagner]
    1. Accept the Preliminary Engineers Report
    2. Award the Contract to the Lowest Qualified Bidder, Payne & Dolan, in the Amount of \$1,307,289.09
3. 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.
4. Consent Agenda
  - 4.1 Approval of Accounts Payable Listing Dated February 26, 2026
5. Water & Sewer Utility
  - 5.1 Discussion and Possible Action Regarding Village of Lisbon Request for Municipal Water Service to a Targeted Service Area [Wagner]
6. Engineering
  - 6.1 Discussion and Possible Action Regarding Cedar Gables Development [Wagner]
    1. Approve the Second Amendment to the Development Agreement.
    2. Approve Additional Financial Guarantee in the Amount of \$131,409.30 for the Phase II Storm Water Management Pond in the Form of a Bond.
    3. Approve the Letter of Credit Second Reduction from \$1,593,053.05 to \$1,224,961.05 (A Reduction of \$368,092.00), Replacing this Value with a Bond.
  - 6.2 Discussion and Possible Action Regarding Meadowbrook Farms Phase 3 Road Rehabilitation [Wagner]
    1. Accept the Final Engineer's Report
    2. Adopt Resolution 26-03-01 Levying the Final Special Assessments for Meadowbrook Farms Phase 3 Subdivision Pavement Reconditioning and Related Facilities Pursuant to Section 66.0703, Wisconsin Statutes
  - 6.3 Discussion and Possible Action Regarding ALTA Ridgeview Apartments [Wagner]
    1. Adopt Resolution 26-03-02 Accepting Public Utilities ALTA Ridgeview Apartments Development
    2. Approve the Letter of Credit First Reduction from \$490,000 to \$45,000 (A Reduction of

\$445,000)

7. New Business

- 7.1 Discussion and Possible Action Regarding the Audit Contract with Baker Tilly Lasting Through 2028 [Mayor Bierce]
- 7.2 Discussion and Possible Action Regarding Addressing the City's Travel Per Diem [Mayor Bierce]
- 7.3 Discussion and Possible Action Regarding Extension of the Lake Patrol Joint Agreement [Reinbold]

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. Closed Session – You are hereby notified that the Common Council and staff of the City of Pewaukee will convene into closed session after all regular scheduled business has been concluded and upon motion duly made and seconded and acted upon by roll-call vote as required under 19.85(1)(a), Stats. The purpose of the closed session is for the following:

- §19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session specifically regarding Meadowbrook Trail Property Acquisition

You are further notified that at the conclusion of the Closed Session, the Common Council may convene into open session pursuant to 19.85(2), Stats., for possible additional discussion and action concerning any matters discussed in closed session and for adjournment.

10. Adjournment

Ami Hurd  
Deputy Clerk/Community Development Coordinator  
February 27, 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:

Public Hearing, Discussion, and Possible Action Regarding the Wethersfield Road Rehabilitation Project [Wagner]

1. Accept the Preliminary Engineers Report
2. Award the contract to the lowest qualified bidder, Payne & Dolan, in the amount of \$1,307,289.09.

### Sub Item Agenda Language:

### Background Provided By:

Magdelene Wagner

### Background:

In 2025 and as part of the 2026 budget, the Common Council authorized the road rehabilitation project for the Wethersfield Subdivision.

This road reconstruction included Long Valley Court, Long Valley Road, Ridgeside Court, and Wethersfield Road. The PASER rating of all these roads is 4. Recall that PASER ratings are rated from 1 to 10 with 10 being a newly paved road. Included in the packet are a few pictures of the roadway.

The project consists of removing all the existing asphalt, repair any unstable roadway base, undercut any unstable subgrade, and place new asphalt. Minor curb and gutter repair will also be completed prior to paving. In addition, water valves and hydrants, sanitary sewer manholes, and storm sewer inlets, manholes, and piping will be repaired as part of the project.

The project public information meeting, held on November 18, 2025 at City Hall, was well attended by the residents.

The project was publicly bid in accordance with all State regulations. The project had 4 bids ranging from a low bid of \$1,307,289.09 to a high bid of \$1,508,253. Payne & Dolan was the low bid. We have worked with them in the past and have no objections to awarding this contract to the low bidder. See attached bid summary and recommendation of award.

Since 1984, the City has assessed road projects to the benefited properties with their address or driveway or public access on the roadway being paved. The road assessment is capped for all residential properties at the rate of \$3,411 (2026) and \$1,079 (2026) cap for lowland/conservancy lots. The assessment with the cap to each property is approximately 18% of the total cost of the project to each property.

Assessments are allowed to be calculated one of three ways: front footage, acreage, or unit. The analysis was completed using all three methods, and it was determined the unit was the most fair and equitable for the assessment district. With the cul-de-sacs and corner lots, the differences in the front footage do not equitably distribute the cost. There are several properties that have significant acreages with only one residential home so it also did not equitably distribute the cost. The unit appeared to be the most fair and equitable since all properties within the assessment district have one home, are expected to have the same use on the system, and are zoned the same. This method was selected for the assessing method. This assessment roll also includes condominiums which driveways enter onto a private road. The private road ties into the public roadway and in accordance with our assessment policy, they are included in the assessment roll.

The Preliminary Engineers Report was compiled using the bids and assessment notices were mailed to the affected properties. The road assessment is \$18,818.05 per unit which is capped at \$3,411 per unit (18% of the cost). There are several lots that are zoned lowland conservancy which has a cap of \$1,079 per unit.

The City of Pewaukee allows assessments to be paid over 10 years with any unpaid balance accruing simple, annual interest. The assessments will be finalized after the project is complete and closed out. At which time the final resolution would be passed by the Council levying the final assessment values. Properties will have the option to pay the assessment in full (avoiding all interest charges) by October 31st of the year the final resolution is sent to the affected parcels or it will automatically begin a 10-year payment plan which is a special charge on the annual tax bill and interest accrues on any unpaid balance. Interest rate will be determined by the 2026 borrowing.

Access will be maintained but residents should expect delays during the construction. Driveways will be ramped for access. If curb repairs are completed at driveways, a portion of the driveway required to support the curb replacement will be replaced in kind (Concrete = concrete; asphalt = asphalt). Access will be maintained unless otherwise coordinated with the homeowner. Any impediments (landscaping, sprinkler systems, dog fences, etc.) within the City's right of way will need to be marked or removed prior to construction.

#### Fiscal Impact:

The total cost of the project is the construction cost, engineering, administration and contingency. The construction cost is estimated at \$1,307,289.09. The engineering, administration and contingency is estimated at \$392,186.73. The total estimated cost of the project is \$1,699,475.82 and is split into the following budgets.

City: The project cost allocated to the City is \$1,241,991.21. The 2026 Budget is \$750,000. The City will be borrowing in 2026 and will increase the borrowing for this project.. Just a note: the 2026 Budget estimate missed the estimated cost paving of Wethersfield Road in the estimate which is why our budget is so low on this item.

Storm Water Utility: The project cost allocated to the SWU is \$370,313.11. The 2026 Budget is \$200,000. The City will be borrowing in 2026 and will increase the borrowing for this project. Just a note: the project required more storm sewer lining than anticipated in the 2026 budget.

Water Utility: The project cost allocated to the WU is \$41,931.50. The 2026 Budget is \$212,100 and \$115,000 and is adequate for this project.

Sewer Utility: The project cost allocated to the SU is \$45,240. The 2026 Budget is \$315,000 and is adequate for this project.

**Recommended Motion:**

Council approve the preliminary engineers report and award the Wethersfield Road Rehabilitaiton project to the lowest qualified bidder, Payne & Dolan, in the amount of \$1,307,289.09.



















February 13, 2026

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

RE: Wethersfield Reconstruction  
 2026.003.E

Dear Ms. Wagner:

Bids for the above project were opened on February 12, 2026 at 10:00 a.m. at Pewaukee City Hall, W240 N3065 Pewaukee Road, Pewaukee, WI 53072 and were as follows:

	<b>BIDDER</b>	<b>BASE BID</b>	<b>MANDATORY ALTERNATE</b>
1.	<u>Payne &amp; Dolan, Inc.</u>	<u>\$1,291,289.09</u>	<u>\$16,000.00</u>
2.	<u>Wolf Paving Co.</u>	<u>\$1,385,383.80</u>	<u>\$14,500.00</u>
3.	<u>LaLonde Contractors, Inc.</u>	<u>\$1,456,543.61</u>	<u>\$14,500.00</u>
4.	<u>Stark Paving Corporation</u>	<u>\$1,493,753.00</u>	<u>\$14,500.00</u>

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

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

On these bases, we recommend that Payne & Dolan, Inc. be awarded the Wethersfield Reconstruction contract, in the amount of \$1,307,289.09. This amount is based on the bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary. On all construction projects, unpredictable factors may increase the final contract amount. For this reason we recommend that the City of Pewaukee include a 10 percent contingency when preparing the financial plan for this work.

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

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

Bids remain subject to acceptance until April 13, 2026, unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Letter to Ms. Magdelene J. Wagner, P.E.  
Recommendation of Award for Wethersfield Reconstruction  
February 13, 2026  
Page 2

Respectfully,

RUEKERT & MIELKE, INC.

Brennen E. Fischer, P.E., CFM  
Team Leader/Project Manager  
[bfischer@ruekert-mielke.com](mailto:bfischer@ruekert-mielke.com)

BEF:acI

Encl: Notice of Award  
Bid Tabulation  
Bid Summary

cc: Brian Leightner, P.E., City of Pewaukee  
Michaelis Gabbey, P.E., City of Pewaukee  
Violet V. Razo, P.E., Ruekert & Mielke, Inc.

**NOTICE OF AWARD**

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Contract: Wethersfield Reconstruction	Date of Issuance: _____
Bidder: Payne & Dolan, Inc.	Owner: City of Pewaukee
Address: N3 W23650 Badinger Rd.	Owner's Contract No.: 2026.003.E
Waukesha, WI 53188	Engineer: Ruekert & Mielke, Inc.
	Engineer's Project No.: 26-10173.200

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**TO BIDDER:**

You are notified that your Bid dated February 12, 2026 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

Wethersfield Reconstruction

The Contract Price of your Contract is: \$ 1,307,289.09

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

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

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

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

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

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

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Owner:	_____ City of Pewaukee _____
Signature:	_____ Authorized Signature _____
Title:	_____
Date:	_____

Copy: Engineer

**COST COMPARISON OF BIDDERS**

**OWNER:** City of Pewaukee  
**PROJECT:** Wethersfield Reconstruction (Project 2026.003.E)  
**BID OPENING DATE:** February 12, 2026

BASE BID				PAYNE & DOLAN, INC.		WOLF PAVING CO.		LALONDE CONTRACTORS, INC.		STARK PAVEMENT CORPORATION	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Mobilization	L.S.	1	\$50,000.00	\$50,000.00	\$93,000.00	\$93,000.00	\$102,554.92	\$102,554.92	\$73,500.00	\$73,500.00
2	Traffic Control	L.S.	1	\$10,000.00	\$10,000.00	\$27,820.00	\$27,820.00	\$4,950.00	\$4,950.00	\$5,000.00	\$5,000.00
3	Inlet sediment guards Type "D"	EA.	26	\$110.00	\$2,860.00	\$85.00	\$2,210.00	\$85.00	\$2,210.00	\$110.00	\$2,860.00
4	Inlet sediment guards Type "B"	EA.	3	\$55.00	\$165.00	\$55.00	\$165.00	\$55.00	\$165.00	\$55.00	\$165.00
5	Dust control using water (Ordered by Engineer)	1,000 GAL	5	\$2.87	\$14.35	\$253.00	\$1,265.00	\$248.00	\$1,240.00	\$750.00	\$3,750.00
6	Full depth saw cut pavement	L.F.	80	\$11.00	\$880.00	\$4.85	\$388.00	\$2.25	\$180.00	\$2.25	\$180.00
7	Full depth pavement milling	S.Y.	17,520	\$5.00	\$87,600.00	\$5.09	\$89,176.80	\$10.33	\$180,981.60	\$3.80	\$66,576.00
8	1 1/4-inch Crushed limestone T.B. base aggregate	TON	5,900	\$12.00	\$70,800.00	\$17.80	\$105,020.00	\$0.01	\$59.00	\$39.10	\$230,690.00
9	Excavation below subgrade	C.Y.	2,900	\$25.00	\$72,500.00	\$25.00	\$72,500.00	\$28.10	\$81,490.00	\$29.00	\$84,100.00
10	Excavation below subgrade backfill	TON	6,500	\$22.00	\$143,000.00	\$25.00	\$162,500.00	\$24.89	\$161,785.00	\$25.15	\$163,475.00
11	Geo-grid subgrade stabilization material	S.Y.	8,800	\$4.00	\$35,200.00	\$5.00	\$44,000.00	\$6.01	\$52,888.00	\$5.60	\$49,280.00
12	3 1/4-inch Asphaltic concrete binder course	TON	3,450	\$65.00	\$224,250.00	\$66.00	\$227,700.00	\$58.90	\$203,205.00	\$68.00	\$234,600.00
13	1 3/4-inch Asphaltic concrete surface course	TON	1,900	\$77.00	\$146,300.00	\$70.00	\$133,000.00	\$70.21	\$133,399.00	\$70.80	\$134,520.00
14	Tack coat	GAL	1,250	\$2.30	\$2,875.00	\$3.50	\$4,375.00	\$2.27	\$2,837.50	\$1.00	\$1,250.00
15	3-inch Asphaltic concrete driveway replacement	S.F.	660	\$6.30	\$4,158.00	\$6.00	\$3,960.00	\$9.58	\$6,322.80	\$12.80	\$8,448.00
16	6-inch Concrete approach removal and replacement	S.F.	2,400	\$11.00	\$26,400.00	\$11.00	\$26,400.00	\$12.28	\$29,472.00	\$10.15	\$24,360.00
17	30-inch Mountable concrete curb and gutter spot replacement	L.F.	2,000	\$50.79	\$101,580.00	\$47.50	\$95,000.00	\$76.77	\$153,540.00	\$51.90	\$103,800.00
18	30-inch HES mountable concrete curb and gutter spot replacement	L.F.	570	\$58.29	\$33,225.30	\$55.00	\$31,350.00	\$83.30	\$47,481.00	\$53.00	\$30,210.00
19	30-inch Vertical face collector concrete curb and gutter spot replacement	L.F.	570	\$51.79	\$29,520.30	\$48.50	\$27,645.00	\$77.12	\$43,958.40	\$51.90	\$29,583.00
20	30-inch Vertical face reject concrete curb and gutter spot replacement	L.F.	130	\$51.79	\$6,732.70	\$48.50	\$6,305.00	\$76.86	\$9,991.80	\$51.90	\$6,747.00
21	Concrete median nose replacement	EA.	3	\$700.00	\$2,100.00	\$700.00	\$2,100.00	\$1,679.95	\$5,039.85	\$2,000.00	\$6,000.00
22	Concrete flume replacement	EA.	1	\$400.00	\$400.00	\$400.00	\$400.00	\$2,542.03	\$2,542.03	\$3,500.00	\$3,500.00
23	Medium riprap	TON	6	\$300.00	\$1,800.00	\$150.00	\$900.00	\$214.62	\$1,287.72	\$200.00	\$1,200.00
24	Topsoil, seed, fertilizer and erosion mat	S.Y.	1,000	\$7.50	\$7,500.00	\$8.95	\$8,950.00	\$8.95	\$8,950.00	\$7.50	\$7,500.00
25	Sanitary Manhole - Chimney ring replacement	V.I.	12	\$200.00	\$2,400.00	\$180.00	\$2,160.00	\$320.33	\$3,843.96	\$180.00	\$2,160.00
26	Sanitary Manhole - Adjust frame to grade	EA.	13	\$1,200.00	\$15,600.00	\$950.00	\$12,350.00	\$1,076.51	\$13,994.63	\$950.00	\$12,350.00
27	Sanitary Manhole - Install internal/external chimney seal	EA.	15	\$1,000.00	\$15,000.00	\$900.00	\$13,500.00	\$800.50	\$12,007.50	\$950.00	\$14,250.00
28	Remove and replace water valve top box section	EA.	11	\$600.00	\$6,600.00	\$925.00	\$10,175.00	\$688.30	\$7,571.30	\$925.00	\$10,175.00
29	Remove and replace 1-inch water service curb box	EA.	8	\$1,000.00	\$8,000.00	\$700.00	\$5,600.00	\$840.20	\$6,721.60	\$700.00	\$5,600.00
30	Trim trees to access water service curb box	EA.	2	\$490.00	\$980.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$490.00	\$980.00
31	Televised Sewer Pipe Cleaning and Inspection	L.F.	560	\$16.82	\$9,419.20	\$16.65	\$9,324.00	\$16.65	\$9,324.00	\$16.65	\$9,324.00
32	12-inch Diameter CIPP lining	L.F.	300	\$74.24	\$22,272.00	\$73.50	\$22,050.00	\$73.50	\$22,050.00	\$73.50	\$22,050.00

**COST COMPARISON OF BIDDERS**

**OWNER:** City of Pewaukee  
**PROJECT:** Wethersfield Reconstruction (Project 2026.003.E)  
**BID OPENING DATE:** February 12, 2026

BASE BID				PAYNE & DOLAN, INC.		WOLF PAVING CO.		LALONDE CONTRACTORS, INC.		STARK PAVEMENT CORPORATION	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
33	15-inch Diameter CIPP lining	L.F.	645	\$80.81	\$52,122.45	\$80.00	\$51,600.00	\$80.00	\$51,600.00	\$80.00	\$51,600.00
34	18-inch Diameter CIPP lining	L.F.	110	\$164.35	\$18,078.50 *	\$163.00	\$17,930.00	\$163.00	\$17,930.00	\$163.00	\$17,930.00
35	12-inch Diameter CIPP segment lining	L.F.	18	\$1,035.35	\$18,636.30	\$1,025.00	\$18,450.00	\$1,025.00	\$18,450.00	\$1,025.00	\$18,450.00
36	18-inch Diameter CIPP segment lining	L.F.	3	\$2,333.33	\$6,999.99	\$2,310.00	\$6,930.00	\$2,310.00	\$6,930.00	\$2,310.00	\$6,930.00
37	Remove and Replace 12-inch Storm Sewer with Slurry Backfill	L.F.	150	\$150.00	\$22,500.00	\$155.00	\$23,250.00	\$155.00	\$23,250.00	\$155.00	\$23,250.00
38	Remove and Replace 12-inch Storm Sewer with Spoil Backfill	L.F.	131	\$120.00	\$15,720.00	\$110.00	\$14,410.00	\$110.00	\$14,410.00	\$110.00	\$14,410.00
39	Reattach Storm Sewer End Section	EA.	5	\$2,000.00	\$10,000.00	\$700.00	\$3,500.00	\$700.00	\$3,500.00	\$700.00	\$3,500.00
40	Remove and Replace Pipe Grate	EA.	1	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
41	Remove and Reinstall Outlet Structure	EA.	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
42	Repair Sprinkler System (if Ordered by Engineer)	EA.	3	\$400.00	\$1,200.00	\$400.00	\$1,200.00	\$405.00	\$1,215.00	\$750.00	\$2,250.00
43	Repair Dog Fence (if Ordered by Engineer)	EA.	3	\$400.00	\$1,200.00	\$275.00	\$825.00	\$405.00	\$1,215.00	\$750.00	\$2,250.00
<b>TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 43)</b>					<b>\$1,291,289.09 **</b>		<b>\$1,385,383.80</b>		<b>\$1,456,543.61</b>		<b>\$1,493,753.00</b>
<b>MANDATORY ALTERNATE A - WATER VALVE BOX REPLACEMENT</b>											
MA-A1	Water valve box top and middle section replacement	L.F.	5	\$1,200.00	\$6,000.00	\$1,200.00	\$6,000.00	\$1,200.00	\$6,000.00	\$1,200.00	\$6,000.00
MA-A2	Water valve box top, middle and bottom section replacement	L.F.	5	\$2,000.00	\$10,000.00	\$1,700.00	\$8,500.00	\$1,700.00	\$8,500.00	\$1,700.00	\$8,500.00
<b>TOTAL OF ALL MANDATORY ALTERNATE A BID PRICES</b>					<b>\$16,000.00</b>		<b>\$14,500.00</b>		<b>\$14,500.00</b>		<b>\$14,500.00</b>
<b>TOTAL OF ALL BID PRICES</b>					<b>\$1,307,289.09</b>		<b>\$1,399,883.80</b>		<b>\$1,471,043.61</b>		<b>\$1,508,253.00</b>

Payne & Dolan, Inc.

\* Bid: \$18,111.50 Actual: \$18,078.50

\*\* Total Bid: \$1,291,322.09 Actual: \$1,291,289.09

**BID SUMMARY**

Wethersfield Reconstruction  
 Project 2026.003.E

City of Pewaukee – Waukesha, Wisconsin

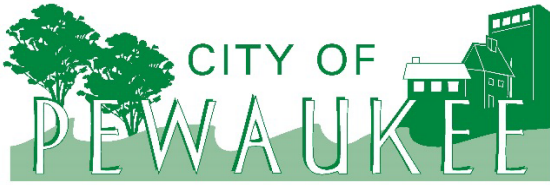
Bids Open: Thursday, February 12, 2026 | 10:00 AM

CONTRACTOR	BID BOND	ADD #1	BASE BID	MANDATORY ALTERNATE A
Stark Paving Corporation	X	X	\$1,493,753.00	\$14,500.00
LaLonde Contractors, Inc.	X	X	\$1,456,543.61	\$14,500.00
Payne & Dolan, Inc. *	X	X	\$1,291,322.09 *	\$16,000.00
Wolf Paving Co.	X	X	\$1,385,383.80	\$14,500.00

**\* Payne & Dolan, Inc. : Actual Base Bid: \$1,291,289.09**

APPARENT LOW BID:	\$1,291,322.09
APPARENT LOW BIDDER:	PAYNE & DOLAN, INC.

RUEKERT & MIELKE, INC.  
 W233 N2080 Ridgeview Parkway  
 Waukesha, WI 53188-1020



**Department of Public Works  
Engineering Division**

W240N3065 Pewaukee Road • Pewaukee, WI 53072

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

Email: publicworks@pewaukee.wi.us

**CITY OF PEWAUKEE NOTICE OF INTENT TO LEVY AREA-WIDE WETHERSFIELD ROAD  
REHABILITATION ASSESSMENTS FOR THE COSTS INCURRED BY THE CITY OF PEWAUKEE,  
WAUKESHA COUNTY, WISCONSIN  
MARCH 2, 2026, 6:30 PM**

PLEASE TAKE NOTICE, that the Common Council of the City of Pewaukee has declared its intention to exercise its police powers in accordance with Sec. 66.0703, Wis. Stats., to levy area-wide Wethersfield Road Rehabilitation Assessments for benefits conferred upon such properties as a result of the roadway construction, drainage repairs, utility repairs, and related facilities upon all the property described as follows:

LEGAL DESCRIPTION: All that part of lands located in the North ½ of Section 12 in Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin (full legal description on file at the Engineer’s office, see attached map).

PLEASE TAKE FURTHER NOTICE, that when the proposed assessments will become payable, the manner of payment, deferments, and/or interest will be determined by the Common Council after the public hearing.

PLEASE TAKE FURTHER NOTICE, that the report of the Engineer showing the costs, assessment calculations, and proposed assessments is on file in the Clerk’s office, and the Engineer’s office, and may be inspected there on any business day on and after February 18, 2026, between 8:00 a.m. and 4:30 p.m. The report will also be made available on the website.

The Common Council will hear all interested persons, or their agents, concerning matters contained in the preliminary resolution authorizing the assessment and the Report of the Engineer at **6:30 p.m.** on the **2<sup>nd</sup> day of March 2026**, IN THE COMMON COUNCIL CHAMBERS IN THE LOWER LEVEL OF PEWAUKEE CITY HALL, LOCATED AT W240N3065 PEWAUKEE ROAD. All objections will be considered at this hearing, and a decision will be made to either proceed with the project and determine the amount of the assessment, if any, modify the project, or reject the project.

DATED 02/12/2026

FREEMAN  
PLEASE PUBLISH 02/18/2026  
DISPLAY AD WITH MAP

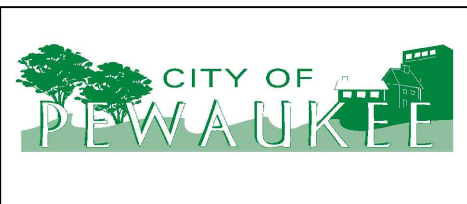
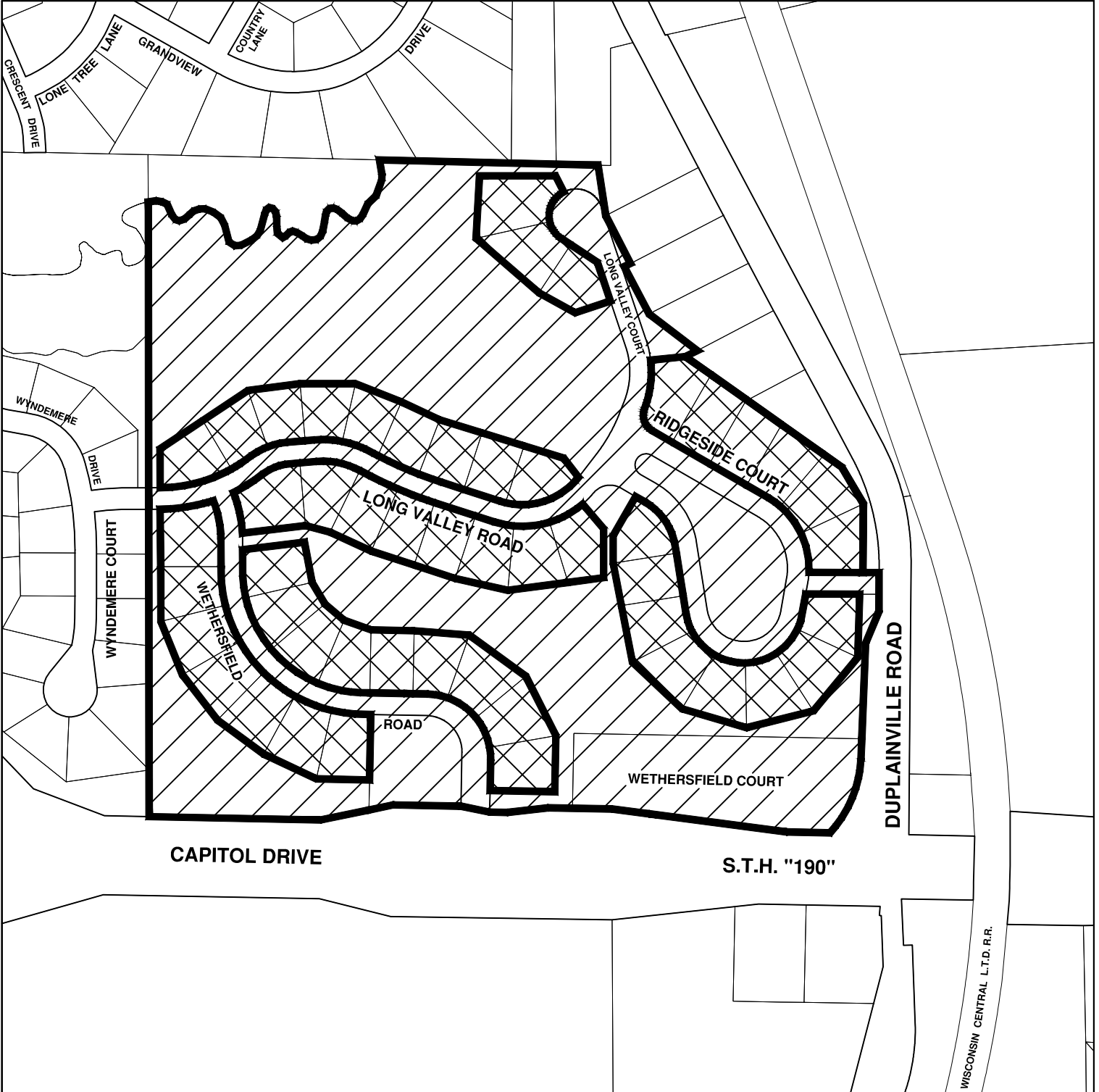
Signed

Magdelene Wagner, P.E.  
Director of Public Works

**NOTICE**

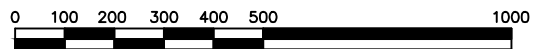
Any person who has a qualifying disability under the Americans with Disabilities Act and requires the meeting or materials to be in an accessible format must contact Magdelene Wagner, Director of Public Works, at (262) 691-0804 by 12:00 p.m. the day of the meeting so that arrangements can be made to accommodate the request.

**WETHERSFIELD 2026**  
**ROAD PROJECT # RD-26-57569**  
**WETHERSFIELD ROAD ASSESSMENT**  
**& WETHERSFIELD OUTLOT ASSESSMENT**  
**CITY OF PEWAUKEE**  
**WAUKESHA COUNTY, WISCONSIN**



**LEGEND**

-  WETHERSFIELD ROAD ASSESSMENT AREA
-  WETHERSFIELD OUTLOT ASSESSMENT AREA



SCALE IN FEET

DATE: JANUARY 30, 2026

**Preliminary Report of the Engineer**

**On the Proposed Wethersfield**

**Pavement Rehabilitation Assessments**

**In the City of Pewaukee**

In accordance with the resolution passed by the Common Council of the City of Pewaukee, we herewith submit our report on assessments for the rehabilitation of Long Valley Court, Long Valley Road, Ridgeside Court, and Wethersfield Road, sanitary improvements along Long Valley Court, Long Valley Road, Ridgeside Court, and Wethersfield Road, drainage improvements along Long Valley Court, Long Valley Road, Ridgeside Court, and Wethersfield Road, and water improvements along Long Valley Court, Long Valley Road, Ridgeside Court, and Wethersfield Road to be made in the City of Pewaukee. All data shown here is based on bid prices.

The report consists of the following Schedules:

Schedule "A": Summary of options for assessments and related costs.

Schedule "B": Legal description and map, dated January 2026, of all parcels within the assessment districts.

Schedule "C": Estimated assessment for each parcel affected.

The properties against which the assessments are proposed are benefited and improvements constitute an exercise of Police Powers.

Magdelene J. Wagner, P.E.  
Director of Public Works  
City of Pewaukee  
W240N3065 Pewaukee Road  
Pewaukee, WI 53072  
March 2, 2026

Prepared by:  
Brian G. Leightner, P.E.  
Civil Engineer  
February 13, 2026

## Schedule “A” – Wethersfield

The City of Pewaukee is considering the pavement rehabilitation of Long Valley Court, Long Valley Road, Ridgeside Court, and Wethersfield Road. The improvements include road rehabilitation, drainage repair, sanitary manhole repair, water valve repair, and related facilities.

The cost of road improvements and fifty percent of the curb repairs will be apportioned to all property owners abutting the street with direct or indirect access. The City of Pewaukee caps the road assessments to single-family, duplex residential, and residential condominium properties. All other properties shall pay the full road assessment.

Fifty percent of the curb repairs and drainage improvements will be paid by the Storm Water Management Utility.

Sanitary sewer repairs will be paid by the Sewer Utility.

Water main repairs will be paid by the Water Utility.

It is recommended that the costs for the improvements in Long Valley Court, Long Valley Road, Ridgeside Court, and Wethersfield Road be determined on a unit basis.

On January 29, 2026, the City received confirmation from the registered agent for the Wethersfield Homeowners Association that the road assessments for Wethersfield Outlots one, two, four, and five be allocated to the fifty lots within the Wethersfield Plat. In response, we have equally divided the total of these four assessments among these properties. This assessment roll reflects the assessments for each lot.

## UNIT RATE COMPUTATIONS

### Road Rehabilitation Unit Rate – Wethersfield

Estimated Assessable Road Construction Costs (see attached breakdown)	\$ 955,377.85
Engineering, Administration, & Contingencies	\$ 286,613.36
<hr/>	
Total Estimated Assessable Road Construction Costs	\$ 1,241,991.21

$$\frac{\$ 1,241,991.21}{66 \text{ units}} = \$ 18,818.05/\text{unit}$$

Use \$ 18,818.05/unit as the Road Rehabilitation Unit Rate<sup>1</sup>.

### Storm Water Management – Wethersfield

Estimated Storm Water Utility Costs (see attached breakdown)	\$ 284,856.24
Engineering, Administration, & Contingencies	\$ 85,456.87
<hr/>	
Total Estimated Storm Water Utility Costs	\$ 370,313.11

### Sanitary Sewer Utility – Wethersfield

Estimated Sanitary Sewer Costs (see attached breakdown)	\$ 34,800.00
Engineering, Administration, & Contingencies	\$ 10,440.00
<hr/>	
Total Estimated Sanitary Sewer Costs	\$ 45,240.00

### Water Utility – Wethersfield

Estimated Water Utility Costs (see attached breakdown)	\$ 32,255.00
Engineering, Administration, & Contingencies	\$ 9,676.50
<hr/>	
Total Estimated Water Utility Costs	\$ 41,931.50

### 2026 Outlots Per Lot Rate

2026 Outlot Assessment over 50 Lots	PER LOT	\$ 226.24
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<sup>1</sup> A maximum assessment of \$ 3,411.00 (2026 Pavement Cap) will be assessed to single-family, duplex residential, and residential condominium properties. A maximum assessment of \$ 1,079.00 (2026 Pavement Cap) will be assessed to lowland conservancy properties.

**COST SUMMARY**

Cost Summary

Total Project Costs	\$ 1,699,475.82
Total Road Assessable Costs (Deduct)	\$ (238,201.05)
Total Storm Water Utility Costs (Deduct)	\$ (370,313.11)
Total Sanitary Sewer Costs (Deduct)	\$ (45,240.00)
Total Water Utility Costs (Deduct)	\$ (41,931.50)
<hr/>	
Net Non-Assessable & City Costs	\$ 1,003,790.16

Computation of Costs

Total Estimated Rehabilitation Project Costs

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization	L.S.	1	\$50,000.00	\$ 50,000.00
2	Traffic Control	L.S.	1	\$10,000.00	\$ 10,000.00
3	Inlet sediment guards Type "D"	EA.	26	\$ 110.00	\$ 2,860.00
4	Inlet sediment guards Type "B"	EA.	3	\$ 55.00	\$ 165.00
5	Dust control using water (Ordered by Engineer)	1,000 GAL	5	\$ 2.87	\$ 14.35
6	Full depth saw cut pavement	L.F.	80	\$ 11.00	\$ 880.00
7	Full depth pavement milling	S.Y.	17520	\$ 5.00	\$ 87,600.00
8	1 ¼-inch Crushed limestone T.B. base aggregate	TON	5900	\$ 12.00	\$ 70,800.00
9	Excavation below subgrade	C.Y.	2900	\$ 25.00	\$ 72,500.00
10	Excavation below subgrade backfill	TON	6500	\$ 22.00	\$ 143,000.00
11	Geo-grid subgrade stabilization material	S.Y.	8800	\$ 4.00	\$ 35,200.00
12	3 ¼-inch Asphaltic concrete binder course	TON	3450	\$ 65.00	\$ 224,250.00
13	1 ¾-inch Asphaltic concrete surface course	TON	1900	\$ 77.00	\$ 146,300.00
14	Tack coat	GAL	1250	\$ 2.30	\$ 2,875.00
15	3-inch Asphaltic concrete driveway replacement	S.F.	660	\$ 6.30	\$ 4,158.00
16	6-inch Concrete approach removal and replacement	S.F.	2400	\$ 11.00	\$ 26,400.00
17	30-inch Mountable concrete curb and gutter spot replacement	L.F.	2000	\$ 50.79	\$ 101,580.00
18	30-inch HES mountable concrete curb and gutter spot replacement	L.F.	570	\$ 58.29	\$ 33,225.30
19	30-inch Vertical face collector concrete curb and gutter spot replacement	L.F.	570	\$ 51.79	\$ 29,520.30
20	30-inch Vertical face reject concrete curb and gutter spot replacement	L.F.	130	\$ 51.79	\$ 6,732.70
21	Concrete median nose replacement	EA.	3	\$ 700.00	\$ 2,100.00
22	Concrete flume replacement	EA.	1	\$ 400.00	\$ 400.00
23	Medium riprap	TON	6	\$ 300.00	\$ 1,800.00

Total Estimated Rehabilitation Project Costs – Continued

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
24	Topsoil, seed, fertilizer, and erosion mat	S.Y.	1000	\$ 7.50	\$ 7,500.00
25	Sanitary Manhole - Chimney ring replacement	V.I.	12	\$ 200.00	\$ 2,400.00
26	Sanitary Manhole - Adjust frame to grade	EA.	13	\$ 1,200.00	\$ 15,600.00
27	Sanitary Manhole - Install internal/external chimney seal	EA.	15	\$ 1,000.00	\$ 15,000.00
28	Remove and replace water valve top box section	EA.	11	\$ 600.00	\$ 6,600.00
29	Remove and replace 1-inch water service curb box	EA.	8	\$ 1,000.00	\$ 8,000.00
30	Trim trees to access water service curb box	EA.	2	\$ 490.00	\$ 980.00
31	Televised Sewer Pipe Cleaning and Inspection	L.F.	560	\$ 16.82	\$ 9,419.20
32	12-inch Diameter CIPP lining	L.F.	300	\$ 74.24	\$ 22,272.00
33	15-inch Diameter CIPP lining	L.F.	645	\$ 80.81	\$ 52,122.45
34	18-inch Diameter CIPP lining	L.F.	110	\$ 164.35	\$ 18,078.50
35	12-inch Diameter CIPP segment lining	L.F.	18	\$ 1,035.35	\$ 18,636.30
36	18-inch Diameter CIPP segment lining	L.F.	3	\$ 2,333.33	\$ 6,999.99
37	Remove and Replace 12-inch Storm Sewer with Slurry Backfill	L.F.	150	\$ 150.00	\$ 22,500.00
38	Remove and Replace 12-inch Storm Sewer with Spoil Backfill	L.F.	131	\$ 120.00	\$ 15,720.00
39	Reattach Storm Sewer End Section	EA.	5	\$ 2,000.00	\$ 10,000.00
40	Remove and Replace Pipe Grate	EA.	1	\$ 2,200.00	\$ 2,200.00
41	Remove and Reinstall Outlet Structure	EA.	1	\$ 2,500.00	\$ 2,500.00
42	Repair Sprinkler System if Ordered by Engineer	EA.	3	\$ 400.00	\$ 1,200.00
43	Repair Dog Fence if Ordered by Engineer	EA.	3	\$ 400.00	\$ 1,200.00
MA-A1	Water valve box top and middle section replacement	L.F.	5	\$ 1,200.00	\$ 6,000.00

Total Estimated Rehabilitation Project Costs – Continued

<u>Item</u>		<u>Unit</u>	<u>Estimated</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>No.</u>	<u>Description</u>		<u>Quantity</u>		
MA-A2	Water valve box top, middle, and bottom section replacement	L.F.	5	\$ 2,000.00	\$ 10,000.00
Subtotal of Contract					\$1,307,289.09
Engineering, Administration, & Contingencies					\$ 392,186.73
Total Project Costs					\$1,699,475.82

Total Estimated Project Costs = \$ 1,699,475.82

Total Estimated Road Rehabilitation & Assessable Costs

<u>Item</u>			<u>Estimated</u>		
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization	L.S.	0.74	\$50,000.00	\$ 37,000.00
2	Traffic Control	L.S.	0.74	\$10,000.00	\$ 7,400.00
3	Inlet sediment guards Type "D"	EA.	13	\$ 110.00	\$ 1,430.00
5	Dust control using water (Ordered by Engineer)	1,000 GAL	5	\$ 2.87	\$ 14.35
6	Full depth saw cut pavement	L.F.	80	\$ 11.00	\$ 880.00
7	Full depth pavement milling	S.Y.	17520	\$ 5.00	\$ 87,600.00
8	1 ¼-inch Crushed limestone T.B. base aggregate	TON	5900	\$ 12.00	\$ 70,800.00
9	Excavation below subgrade	C.Y.	2900	\$ 25.00	\$ 72,500.00
10	Excavation below subgrade backfill	TON	6500	\$ 22.00	\$ 143,000.00
11	Geo-grid subgrade stabilization material	S.Y.	8800	\$ 4.00	\$ 35,200.00
12	3 ¼-inch Asphaltic concrete binder course	TON	3450	\$ 65.00	\$ 224,250.00
13	1 ¾-inch Asphaltic concrete surface course	TON	1900	\$ 77.00	\$ 146,300.00
14	Tack coat	GAL	1250	\$ 2.30	\$ 2,875.00
15	3-inch Asphaltic concrete driveway replacement	S.F.	660	\$ 6.30	\$ 4,158.00
16	6-inch Concrete approach removal and replacement	S.F.	2400	\$ 11.00	\$ 26,400.00
17	30-inch Mountable concrete curb and gutter spot replacement	L.F.	1000	\$ 50.79	\$ 50,790.00
18	30-inch HES mountable concrete curb and gutter spot replacement	L.F.	285	\$ 58.29	\$ 16,612.65
19	30-inch Vertical face collector concrete curb and gutter spot replacement	L.F.	285	\$ 51.79	\$ 14,760.15
20	30-inch Vertical face reject concrete curb and gutter spot replacement	L.F.	130	\$ 51.79	\$ 6,732.70
21	Concrete median nose replacement	EA.	3	\$ 700.00	\$ 2,100.00
24	Topsoil, seed, fertilizer, and erosion mat	S.Y.	450	\$ 7.50	\$ 3,375.00
42	Repair Sprinkler System if Ordered by Engineer	EA.	1.5	\$ 400.00	\$ 600.00

Total Estimated Road Rehabilitation & Assessable Costs – Continued

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
43	Repair Dog Fence if Ordered by Engineer	EA.	1.5	\$ 400.00	\$ 600.00
Subtotal of Contract					\$ 955,377.85
Engineering, Administration, & Contingencies					\$ 286,613.36
Total Project Costs					\$1,241,991.21

Total Estimated Road Construction Costs = \$ 1,241,991.21

Total Units abutting the Road = 66 units

Computation of Unit Cost:  $\frac{\$ 1,241,991.21}{66 \text{ units}} = \$ 18,818.05/\text{unit}$

Use \$ 18,818.05/unit as the Road Rehabilitation Unit Rate<sup>1</sup>.

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<sup>1</sup> A maximum assessment of \$ 3,411.00 (2026 Pavement Cap) will be assessed to single-family, duplex residential, and residential condominium properties. A maximum assessment of \$ 1,079.00 (2026 Pavement Cap) will be assessed to lowland conservancy properties.

Total Estimated Storm Water Utility Costs

<u>Item</u>			<u>Estimated</u>		
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization	L.S.	0.22	\$50,000.00	\$ 11,000.00
2	Traffic Control	L.S.	0.22	\$10,000.00	\$ 2,200.00
3	Inlet sediment guards Type "D"	EA.	13	\$ 110.00	\$ 1,430.00
4	Inlet sediment guards Type "B"	EA.	3	\$ 55.00	\$ 165.00
17	30-inch Mountable concrete curb and gutter spot replacement	L.F.	1000	\$ 50.79	\$ 50,790.00
18	30-inch HES mountable concrete curb and gutter spot replacement	L.F.	285	\$ 58.29	\$ 16,612.65
19	30-inch Vertical face collector concrete curb and gutter spot replacement	L.F.	285	\$ 51.79	\$ 14,760.15
22	Concrete flume replacement	EA.	1	\$ 400.00	\$ 400.00
23	Medium riprap	TON	6	\$ 300.00	\$ 1,800.00
24	Topsoil, seed, fertilizer, and erosion mat	S.Y.	540	\$ 7.50	\$ 4,050.00
31	Televised Sewer Pipe Cleaning and Inspection	L.F.	560	\$ 16.82	\$ 9,419.20
32	12-inch Diameter CIPP lining	L.F.	300	\$ 74.24	\$ 22,272.00
33	15-inch Diameter CIPP lining	L.F.	645	\$ 80.81	\$ 52,122.45
34	18-inch Diameter CIPP lining	L.F.	110	\$ 164.35	\$ 18,078.50
35	12-inch Diameter CIPP segment lining	L.F.	18	\$ 1,035.35	\$ 18,636.30
36	18-inch Diameter CIPP segment lining	L.F.	3	\$ 2,333.33	\$ 6,999.99
37	Remove and Replace 12-inch Storm Sewer with Slurry Backfill	L.F.	150	\$ 150.00	\$ 22,500.00
38	Remove and Replace 12-inch Storm Sewer with Spoil Backfill	L.F.	131	\$ 120.00	\$ 15,720.00
39	Reattach Storm Sewer End Section	EA.	5	\$ 2,000.00	\$ 10,000.00
40	Remove and Replace Pipe Grate	EA.	1	\$ 2,200.00	\$ 2,200.00
41	Remove and Reinstall Outlet Structure	EA.	1	\$ 2,500.00	\$ 2,500.00
42	Repair Sprinkler System if Ordered by Engineer	EA.	1.5	\$ 400.00	\$ 600.00
43	Repair Dog Fence if Ordered by Engineer	EA.	1.5	\$ 400.00	\$ 600.00
Subtotal of Contract					\$284,856.24
Engineering, Administration, & Contingencies					\$ 85,456.87
Total Project Costs					\$370,313.11

Total Estimated Storm Water Utility Costs = \$ 370,313.11

Total Estimated Sanitary Sewer Costs

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization	L.S.	0.03	\$50,000.00	\$ 1,500.00
2	Traffic Control	L.S.	0.03	\$10,000.00	\$ 300.00
25	Sanitary Manhole - Chimney ring replacement	V.I.	12	\$ 200.00	\$ 2,400.00
26	Sanitary Manhole - Adjust frame to grade	EA.	13	\$ 1,200.00	\$15,600.00
27	Sanitary Manhole - Install internal/external chimney seal	EA.	15	\$1,000.00	\$15,000.00
Subtotal of Contract					\$34,800.00
Engineering, Administration, & Contingencies					\$10,440.00
Total Project Costs					\$45,240.00

Total Estimated Sanitary Sewer Costs = \$ 45,240.00

Total Estimated Water Utility Costs

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1	Mobilization	L.S.	0.01	\$50,000.00	\$ 500.00
2	Traffic Control	L.S.	0.01	\$10,000.00	\$ 100.00
24	Topsoil, seed, fertilizer, and erosion mat	S.Y.	10	\$ 7.50	\$ 75.00
28	Remove and replace water valve top box section	EA.	11	\$ 600.00	\$ 6,600.00
29	Remove and replace 1-inch water service curb box	EA.	8	\$ 1,000.00	\$ 8,000.00
30	Trim trees to access water service curb box	EA.	2	\$ 490.00	\$ 980.00
MA-A1	Water valve box top and middle section replacement	L.F.	5	\$ 1,200.00	\$ 6,000.00
MA-A2	Water valve box top, middle, and bottom section replacement	L.F.	5	\$ 2,000.00	\$10,000.00
Subtotal of Contract					\$32,255.00
Engineering, Administration, & Contingencies					\$ 9,676.50
Total Project Costs					\$41,931.50

Total Estimated Water Utility Costs = \$ 41,931.50

Total 2026 Outlot Costs Per Lot (Wethersfield Plat only)

<u>2026 Outlots</u>				
PWC 0910051 Outlot	EA	1	\$ 3,411.00	\$ 3,411.00
PWC 0910052 Outlot	EA	1	\$ 1,079.00	\$ 1,079.00
PWC 0910054 Outlot	EA	1	\$ 3,411.00	\$ 3,411.00
PWC 0910055 Outlot	EA	1	\$ 3,411.00	\$ 3,411.00
<hr/>				
Total				\$11,312.00

Total 2026 Outlot Costs = \$ 11,312.00

Total Units in Wethersfield Plat = 50 units

Computation of Unit Cost:  $\frac{\$ 11,312.00}{50 \text{ units}} = \$ 226.24/\text{unit}$

Use \$ 226.24/unit as the 2026 Outlot Unit Rate.

January 29<sup>th</sup>, 2026

An Area of Assessment in the Northeast 1/4 and Northwest 1/4 of Section 12, T7N, R19E, In the City of Pewaukee, Waukesha County, Wisconsin.

Encompassing All of Wethersfield Condominiums Plat, CSM No. 270, And Wethersfield Subdivision, Excluding Outlots 3 and 6 of Wethersfield Subdivision. Recorded in Waukesha County Register of Deeds office as Documents Numbered 3032635, 632860 and 2525297.

Dave Geis  
Senior Engineering Technician  
City of Pewaukee

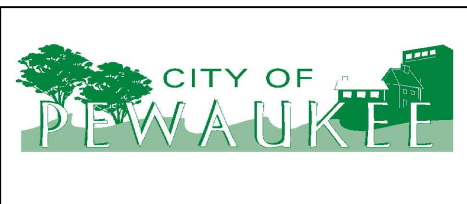
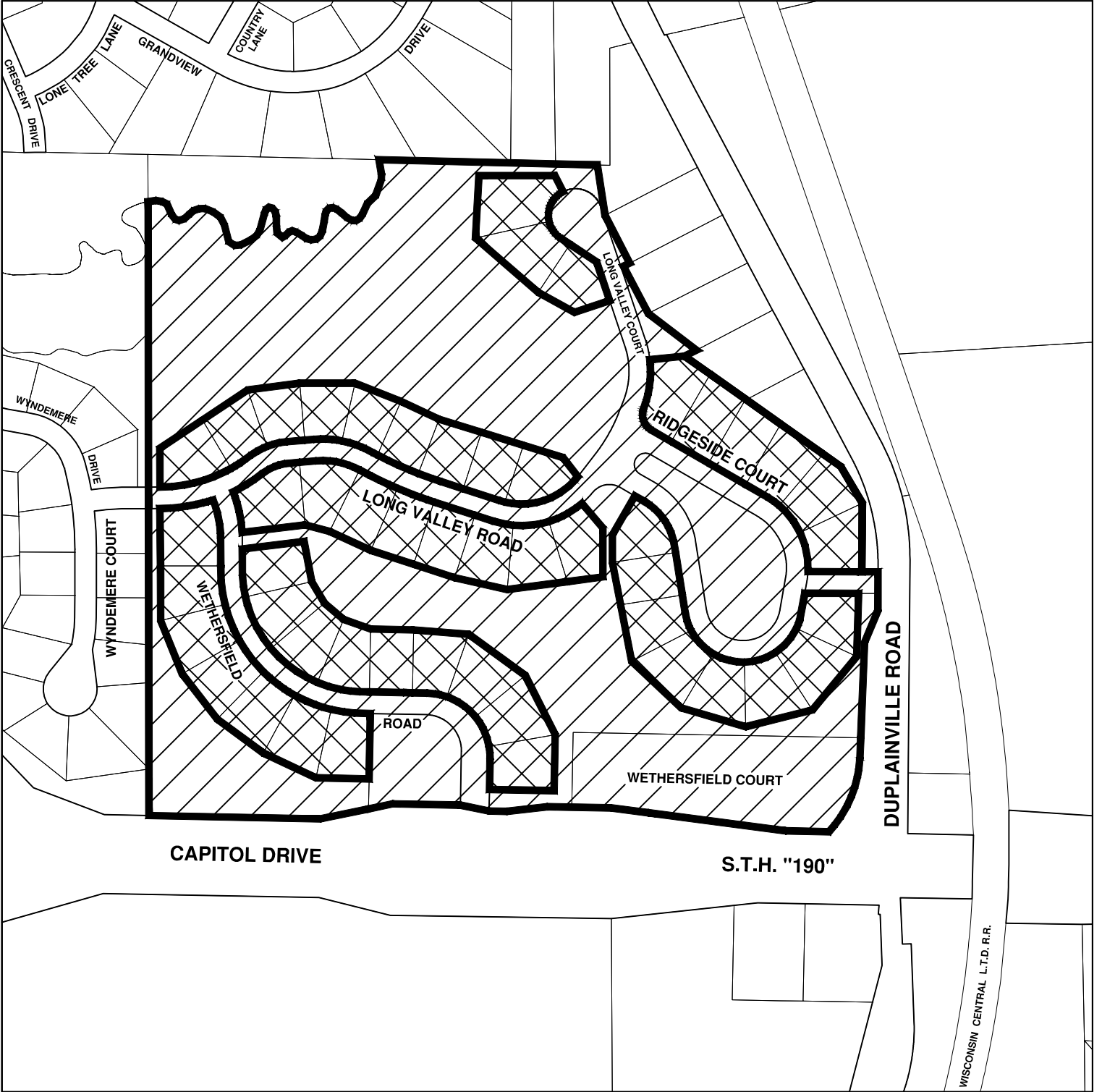
January 29<sup>th</sup>, 2026

An Area of Assessment in the Northeast 1/4 and Northwest 1/4 of Section 12, T7N, R19E, In the City of Pewaukee, Waukesha County, Wisconsin.

All of Lots 1 through 50 of Wethersfield, Being a Subdivision of Part of the NW ¼ and SW ¼ of the NE ¼, and the NE ¼ and SE ¼ of the NW ¼ of Section 12, Town 7 North, Range 19 East in the City of Pewaukee, Waukesha County, Wisconsin. Recorded in the Waukesha Register of Deeds Office as Document Number 2525297, Volume 49 Pages 43-45

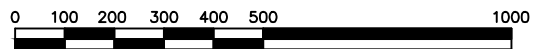
Dave Geis  
Senior Engineering Technician  
City of Pewaukee

WETHERSFIELD 2026  
 ROAD PROJECT # RD-26-57569  
 WETHERSFIELD ROAD ASSESSMENT  
 & WETHERSFIELD OUTLOT ASSESSMENT  
 CITY OF PEWAUKEE  
 WAUKESHA COUNTY, WISCONSIN



**LEGEND**

-  WETHERSFIELD ROAD ASSESSMENT AREA
-  WETHERSFIELD OUTLOT ASSESSMENT AREA



SCALE IN FEET

DATE: JANUARY 30, 2026

SCHEDULE C  
 PRELIMINARY ASSESSMENT ROLL  
 WETHERSFIELD ROAD RECONSTRUCTION  
 RD-26-57569

\*\*Outlots are divided equally among all lots in the Wethersfield Homeowners Association

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	ASSESSMENT	ASSESSMENT CAP	TOTAL ASSESSMENT
1	GERALD F EAGAN LIVING TRUST IRENE J EAGAN LIVING TRUST N35W22452 WETHERSFIELD CT PEWAUKEE WI 53072-4188	PWC 0909991002	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 3,411.00	\$ 3,411.00
2	KEVIN D CLARK N35W22450 WETHERSFIELD CT PEWAUKEE WI 53072-4188	PWC 0909991003	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 3,411.00	\$ 3,411.00
3	WILLIAM B CROFT III KATHLEEN L CROFT REVOCABLE TRUST N35W22444 WETHERSFIELD CT UNIT 3 PEWAUKEE WI 53072-4188	PWC 0909991004	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 3,411.00	\$ 3,411.00
4	TIMOTHY ENTERS CHERYL ENTERS N35W22442 WETHERSFIELD CT PEWAUKEE WI 53072	PWC 0909991005	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 3,411.00	\$ 3,411.00
5	VAN R GUSDORFF JANICE GUSDORFF N35W22438 WETHERSFIELD CT PEWAUKEE WI 53072	PWC 0909991006	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 3,411.00	\$ 3,411.00
6	NANCY A HYNDMAN REVOCABLE TRUST N35W22436 WETHERSFIELD CT PEWAUKEE WI 53072-4188	PWC 0909991007	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 3,411.00	\$ 3,411.00
7	DAVID G ZACHMAN DEBRA J ZACHMAN N35W22432 WETHERSFIELD CT 7 PEWAUKEE WI 53072-4188	PWC 0909991008	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 3,411.00	\$ 3,411.00
8	WIELAND YOUNG REVOCABLE TRUST N35W22430 WETHERSFIELD CT PEWAUKEE WI 53072-4188	PWC 0909991009	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 3,411.00	\$ 3,411.00
9	RICHARD P AND DEBRA A BINZAK REVOCABLE TRUST N35W22424 WETHERSFIELD CT PEWAUKEE WI 53072-4188	PWC 0909991010	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 3,411.00	\$ 3,411.00
10	HOWARD TURNER JEAN M TURNER N35W22420 WETHERSFIELD CT PEWAUKEE WI 53072	PWC 0909991011	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 3,411.00	\$ 3,411.00

SCHEDULE C  
 PRELIMINARY ASSESSMENT ROLL  
 WETHERSFIELD ROAD RECONSTRUCTION  
 RD-26-57569

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NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	ASSESSMENT	ASSESSMENT CAP	TOTAL ASSESSMENT
11	THERESE A ADLAM REVOCABLE TRUST W226N3551 WETHERSFIELD RD PEWAUKEE WI 53072-4176	PWC 0910001	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
12	MARK A FOSS MELISSA R FOSS W226N3559 WETHERSFIELD RD PEWAUKEE WI 53072-4176	PWC 0910002	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
13	ROBERT K MITCHELL SURVIVOR'S TRUST W226N3563 WETHERSFIELD RD PEWAUKEE WI 53072-4176	PWC 0910003	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
14	THE ANDERSON REVOCABLE LIVING TRUST W227N3575 WETHERSFIELD RD PEWAUKEE WI 53072-4176	PWC 0910004	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
15	JAMES THELLEFSEN BARBARA TIGGES W227N3587 WETHERSFIELD RD PEWAUKEE WI 53072-4176	PWC 0910005	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
16	TONI A WAGNER W227N3601 WETHERSFIELD RD PEWAUKEE WI 53072-4178	PWC 0910006	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
17	JOHN SUSON ROXANNE SUSON W227N3647 WETHERSFIELD RD PEWAUKEE WI 53072	PWC 0910007	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
18	HAROLD & KARLA SLOAN JOINT REVOCABLE TRUST N36W22712 LONG VALLEY RD PEWAUKEE WI 53072	PWC 0910008	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
19	GREGORY J FALKNER N36W22698 LONG VALLEY RD PEWAUKEE WI 53072-4182	PWC 0910009	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
20	BRADLEY WADSWORTH PAULA WADSWORTH N36W22684 LONG VALLEY RD PEWAUKEE WI 53072-4182	PWC 0910010	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24

SCHEDULE C  
 PRELIMINARY ASSESSMENT ROLL  
 WETHERSFIELD ROAD RECONSTRUCTION  
 RD-26-57569

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NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	ASSESSMENT	ASSESSMENT CAP	TOTAL ASSESSMENT
21	ZACHARY ZUBA JENNIFER ZUBA N36W22670 LONG VALLEY RD PEWAUKEE WI 53072-4182	PWC 0910011	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
22	CHARLES R STEVENS REVOCABLE TRUST GERI L ROUSE REVOCABLE TRUST N36W22652 LONG VALLEY RD PEWAUKEE WI 53072-4182	PWC 0910012	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
23	CHAD WHALLEY LISA KAY HAUT N36W22620 LONG VALLEY RD PEWAUKEE WI 53072-4182	PWC 0910013	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
24	ARENA JOINT REVOCABLE TRUST N36W22594 LONG VALLEY RD PEWAUKEE WI 53072-4181	PWC 0910014	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
25	KIER JOINT REVOCABLE TRUST N36W22580 LONG VALLEY RD PEWAUKEE WI 53072-4181	PWC 0910015	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
26	DIANN P BURTON N36W22536 LONG VALLEY RD PEWAUKEE WI 53072-4181	PWC 0910016	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
27	STEVEN HUGHES SHEREEN WOODS W225N3781 LONG VALLEY CT PEWAUKEE WI 53072-4184	PWC 0910017	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
28	DAVID A RODRIGUES JR AND ANN A RODRIGUES W225N3799 LONG VALLEY CT PEWAUKEE WI 53072-4184	PWC 0910018	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
29	RONALD FREISLEBEN BETH FREISLEBEN W225N3811 LONG VALLEY CT PEWAUKEE WI 53072	PWC 0910019	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
30	LAWRENCE BROWN REGINA BROWN N37W22480 LONG VALLEY CT PEWAUKEE WI 53072	PWC 0910020	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24

SCHEDULE C  
 PRELIMINARY ASSESSMENT ROLL  
 WETHERSFIELD ROAD RECONSTRUCTION  
 RD-26-57569

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31	ROBERT HAYSSEN JILL W HAYSSEN W224N3686 RIDGESIDE CT PEWAUKEE WI 53072-4174	PWC 0910021	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
32	SCHWEIGER FAMILY REVOCABLE LIVING TRUST W224N3662 RIDGESIDE CT PEWAUKEE WI 53072	PWC 0910022	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
33	KEITH T RENTZ & TRACY M RENTZ REVOCABLE TRUST W224N3648 RIDGESIDE CT PEWAUKEE WI 53072-4174	PWC 0910023	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
34	PATRICK KASS MADDALENA KASS W223N3630 RIDGESIDE CT PEWAUKEE WI 53072	PWC 0910024	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
35	PHILLIP JANOSKA TRICIA ZARLING-JANOSKA W223N3624 RIDGESIDE CT PEWAUKEE WI 53072-4179	PWC 0910025	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
36	PEGGY L LAMB REVOCABLE TRUST W223N3597 RIDGESIDE CT PEWAUKEE WI 53072-4180	PWC 0910026	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
37	VINCENT M BUSALACCHI ASHLEY L BUSALACCHI W223N3589 RIDGESIDE CT PEWAUKEE WI 53072-4180	PWC 0910027	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
38	TIMOTHY MARKS JENNIFER MARKS W224N3581 RIDGESIDE CT PEWAUKEE WI 53072	PWC 0910028	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
39	ANTHONY HOANG KYLIE L OWENS HOANG W224N3583 RIDGESIDE CT PEWAUKEE WI 53072	PWC 0910029	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24

SCHEDULE C  
 PRELIMINARY ASSESSMENT ROLL  
 WETHERSFIELD ROAD RECONSTRUCTION  
 RD-26-57569

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40	JONATHAN CAYA MEGAN MCMURRY W224N3587 RIDGESIDE CT PEWAUKEE WI 53072-4177	PWC 0910030	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
41	CHARLES L & LYNNE A MAYER REVOCABLE TRUST W224N3599 RIDGESIDE CT PEWAUKEE WI 53072-4177	PWC 0910031	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
42	ANTHONY J WARREN AMY M WARREN W224N3615 RIDGESIDE CT PEWAUKEE WI 53072-4174	PWC 0910032	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
43	JOHN HAAS KRISTINE HAAS W224N3619 RIDGESIDE CT PEWAUKEE WI 53072	PWC 0910033	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
44	THOMAS P HRYCYNA II JENNIFER HRYCYNA N36W22521 LONG VALLEY RD PEWAUKEE WI 53072-4181	PWC 0910034	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
45	NICHOLAS ZURICH AMY ZURICH N36W22543 LONG VALLEY RD PEWAUKEE WI 53072-4181	PWC 0910035	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
46	ERIN ELIZABETH BARBEAU N36W22577 LONG VALLEY RD PEWAUKEE WI 53072-4181	PWC 0910036	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
47	RICK A SCAFFIDI LISA M SCAFFIDI N36W22591 LONG VALLEY RD PEWAUKEE WI 53072-4181	PWC 0910037	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
48	XIONG WU N36W22615 LONG VALLEY RD PEWAUKEE WI 53072-4182	PWC 0910038	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24

SCHEDULE C  
 PRELIMINARY ASSESSMENT ROLL  
 WETHERSFIELD ROAD RECONSTRUCTION  
 RD-26-57569

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49	MARK F PAMPERIN KELLY E PAMPERIN N36W22641 LONG VALLEY RD PEWAUKEE WI 53072-4182	PWC 0910039	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
50	RANDALL FELBER DONNA FELBER N36W22663 LONG VALLEY RD PEWAUKEE WI 53072-4182	PWC 0910040	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
51	MATTHEW A MANO ABBY L MANO W226N3660 WETHERSFIELD RD PEWAUKEE WI 53072-4178	PWC 0910041	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
52	KIM SAWASKY KATHLEEN SAWASKY W226N3612 WETHERSFIELD RD PEWAUKEE WI 53072	PWC 0910042	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
53	QING TAN GUOQIANG DAI W226N3598 WETHERSFIELD RD PEWAUKEE WI 53072-4176	PWC 0910043	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
54	GREGORY N VAN WINKLE MARIANN VAN WINKLE W226N3564 WETHERSFIELD RD PEWAUKEE WI 53072-4176	PWC 0910044	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
55	ELIZABETH ROUSSEAU JOSEPH ROUSSEAU W226N3550 WETHERSFIELD RD PEWAUKEE WI 53072-4176	PWC 0910045	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
56	SCOTT HILL KRISTINE HILL W226N3548 WETHERSFIELD RD PEWAUKEE WI 53072	PWC 0910046	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
57	BRYAN L CIESLAK AND KAREN M CIESLAK W225N3536 WETHERSFIELD RD PEWAUKEE WI 53072-4176	PWC 0910047	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24

SCHEDULE C  
 PRELIMINARY ASSESSMENT ROLL  
 WETHERSFIELD ROAD RECONSTRUCTION  
 RD-26-57569

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58	GEORGE PAPAGIANIS PEGGY PAPAGIANIS W225N3524 WETHERSFIELD RD PEWAUKEE WI 53072-4176	PWC 0910048	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
59	JAY D HEITMAN DANA N HEITMAN W225N3516 WETHERSFIELD RD PEWAUKEE WI 53072	PWC 0910049	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
60	TIMOTHY D KOLARIK VILMA BERNUS-KOLARIK W225N3500 WETHERSFIELD RD PEWAUKEE WI 53072-4176	PWC 0910050	Road Reconstruction 2026 Outlot	1	\$ 18,818.05 \$ 226.24	\$ 18,818.05 \$ 226.24	\$ 3,411.00	\$ 3,637.24
61	LOT OWNERS OF WETHERSFIELD MARK WALTERS PROPERTY MANAGEMENT, LLC 155 E. CAPITOL DRIVE, SUITE 6B HARTLAND , WI 53029	PWC 0910051	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 3,411.00	\$ 3,411.00 **
62	LOT OWNERS OF WETHERSFIELD MARK WALTERS PROPERTY MANAGEMENT, LLC 155 E. CAPITOL DRIVE, SUITE 6B HARTLAND , WI 53029	PWC 0910052	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 1,079.00	\$ 1,079.00 **
63	LOT OWNERS OF WETHERSFIELD MARK WALTERS PROPERTY MANAGEMENT, LLC 155 E. CAPITOL DRIVE, SUITE 6B HARTLAND , WI 53029	PWC 0910054	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 3,411.00	\$ 3,411.00 **
64	LOT OWNERS OF WETHERSFIELD MARK WALTERS PROPERTY MANAGEMENT, LLC 155 E. CAPITOL DRIVE, SUITE 6B HARTLAND , WI 53029	PWC 0910055	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 3,411.00	\$ 3,411.00 **
65	CITY OF PEWAUKEE W240N3065 PEWAUKEE RD PEWAUKEE WI 53072	PWC 0910057	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05		\$ 18,818.05

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 RD-26-57569

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66	JANICE L BUTH N35W22498 CAPITOL DR PEWAUKEE WI 53072-4141	PWC 0910994001	Road Reconstruction	1	\$ 18,818.05	\$ 18,818.05	\$ 3,411.00	\$ 3,411.00
TOTAL CONTRIBUTION IN AID OF 2026 ROAD RECONSTRUCTION				66				\$ 226,889.05
TOTAL CONTRIBUTION IN AID OF 2026 ROAD RECONSTRUCTION (OUTLOT)				50				\$ 11,312.00

The properties against which contributions in aid of construction are proposed are benefited and the improvements constitute an exercise in Police Powers.

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/12/2026	400	145256	ALEXANDER LEISTEN & KRISTEN	REAL ESTATE TAXES RECEIVABLE	12100	00000	279.76
02/12/2026	400	145258*#	AT&T MOBILITY CC	CLERK/TREASURER - TELEPHONE & CELL	52260	51420	31.99
				CLERK/TREASURER - TELEPHONE & CELL	52260	51420	31.99
				IT - OTHER PROFESSIONAL SERVICES	52190	51450	10.00
				IT - PHONE & CELL	52260	51450	13.99
				IT - PHONE & CELL	52260	51450	31.99
				IT - PHONE & CELL	52260	51450	17.99
				IT - PHONE & CELL	52260	51450	9.99
				FIRE ADMINISTRATION - MDC AIR CARDS	52270	52210	489.77
				FIRE ADMINISTRATION - MDC AIR CARDS	52270	52210	495.76
				FIRE ADMINISTRATION - MDC AIR CARDS	52270	52210	433.77
				FIRE ADMINISTRATION - MDC AIR CARDS	52270	52210	445.79
				BUILDING SERVICES - PHONE & CELL	52260	52400	27.98
				BUILDING SERVICES - PHONE & CELL	52260	52400	19.98
				BUILDING SERVICES - PHONE & CELL	52260	52400	19.98
				BUILDING SERVICES - PHONE & CELL	52260	52400	19.98
				ENGINEERING - PHONE & CELL	52260	53110	65.00
				ENGINEERING - PHONE & CELL	52260	53110	65.00
				ENGINEERING - PHONE & CELL	52260	53110	65.00
				ENGINEERING - PHONE & CELL	52260	53110	65.00
				CHECK 400 145258 TOTAL FOR FUND 100:			<u>2,360.95</u>
02/12/2026	400	145260	BRADLEY & KATRINA WIMMER	REAL ESTATE TAXES RECEIVABLE	12100	00000	3,064.55
02/12/2026	400	145261	BREDAN MECHANICAL SYSTEMS INC	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	2,557.53
02/12/2026	400	145262	BUMPER TO BUMPER	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	52.29
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	1,168.26
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	19.59
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	22.43
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	18.68
				HIGHWAY - OPERATING SUPPLIES	53400	53100	30.96
				CHECK 400 145262 TOTAL FOR FUND 100:			<u>1,312.21</u>
02/12/2026	400	145263	COSTAR REALTY INFORMATION INC	ASSESSOR - DUES, MEMBERSHIPS &	53200	51530	5,928.96
02/12/2026	400	145266*#	ELLIOTTS ACE HARDWARE	HIGHWAY - OPERATING SUPPLIES	53400	53100	44.70
02/12/2026	400	145268	FIRE SERVICE INC	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	218.89
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	800.00
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	1,240.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	2,756.94
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	12,808.16
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	2,298.44
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	1,911.89
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	2,230.00
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	800.00
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	2,882.01
				CHECK 400 145268 TOTAL FOR FUND 100:			<u>27,946.33</u>
02/12/2026	400	145269#	FORWARD TS	FIRE ADMINISTRATION - OPERATING	53400	52210	35.01
				BUILDING SERVICES - OPERATING SUPPLIES	53400	52400	72.36
				RECREATION PROGRAM - OPERATING SUPPLIES	53400	55300	200.11
				CHECK 400 145269 TOTAL FOR FUND 100:			<u>307.48</u>
02/12/2026	400	145273	HEARTLAND BUSINESS SYSTEMS	IT - OTHER PROFESSIONAL SERVICES	52190	51450	1,560.00
02/12/2026	400	145274	Horizon Construction Group	BOB25-0011	23175	00000	2,500.00
02/12/2026	400	145276	IS OUTFITTERS	IT - OTHER PROFESSIONAL SERVICES	52190	51450	660.00
				IT - OTHER PROFESSIONAL SERVICES	52190	51450	660.00
				IT - OTHER PROFESSIONAL SERVICES	52190	51450	290.00
				CHECK 400 145276 TOTAL FOR FUND 100:			<u>1,610.00</u>
02/12/2026	400	145277	JACOB FOSTER & KATERINA LOVGREN	REAL ESTATE TAXES RECEIVABLE	12100	00000	35.96
02/12/2026	400	145278	JK LAWN SERVICE	FIRE ADMINISTRATION - GROUNDS	52420	52210	498.75
02/12/2026	400	145279#	JX ENTERPRISES, INC.	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	139.80
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	477.92
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	51.02
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	88.76
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	37.98
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	51.02
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	168.02
				PARKS - VEHICLE REPAIR & MAINT	52440	55200	9.64
				CHECK 400 145279 TOTAL FOR FUND 100:			<u>1,024.16</u>
02/12/2026	400	145280	KEVIN SCOTT WAGNER	REAL ESTATE TAXES RECEIVABLE	12100	00000	252.63
02/12/2026	400	145281#	LANGE ENTERPRISES, INC	HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	408.36
				PARKS - GROUNDS MAINTENANCE	52420	55200	58.90
				CHECK 400 145281 TOTAL FOR FUND 100:			<u>467.26</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/12/2026	400	145282	LAUTERBACH & AMEN, LLP	CLERK/TREASURER - OTHER ACCOUNTING	52130	51420	17,850.00
02/12/2026	400	145284*#	MENARDS	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	3,937.90
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	11.50
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	22.43
				HIGHWAY - OPERATING SUPPLIES	53400	53100	64.96
				HIGHWAY - OPERATING SUPPLIES	53400	53100	8.96
				HIGHWAY - OTHER ROADWAY SUPPLIES	53790	53100	45.39
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	29.00
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	8.78
				CHECK 400 145284 TOTAL FOR FUND 100:			<u>4,128.92</u>
02/12/2026	400	145285	MOTION & CONTROL ENTERPRISES LLC	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	104.90
02/12/2026	400	145286	NATE NEWMEISTER	REAL ESTATE TAXES RECEIVABLE	12100	00000	433.99
02/12/2026	400	145287	NATHAN & AMANDA THOMPSON	REAL ESTATE TAXES RECEIVABLE	12100	00000	404.40
02/12/2026	400	145288	NATHAN & KATELYN VON BEHREN	REAL ESTATE TAXES RECEIVABLE	12100	00000	319.98
02/12/2026	400	145290	ODP BUSINESS SOLUTIONS LLC	CLERK/TREASURER - OPERATING SUPPLIES	53400	51420	13.28
02/12/2026	400	145291	P&A PETROLEUM LLC	REAL ESTATE TAXES RECEIVABLE	12100	00000	9,338.19
02/12/2026	400	145294*#	RUEKERT & MIELKE, INC.	ENGINEERING - OUTSIDE ENGINEERING	52190	53110	4,222.00
				ENGINEERING - OUTSIDE ENGINEERING	52190	53110	26,837.22
				CHECK 400 145294 TOTAL FOR FUND 100:			<u>31,059.22</u>
02/12/2026	400	145297	SHERWIN INDUSTRIES	HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	1,162.50
02/12/2026	400	145298	STATE OF WI COURT FINES & ASSMTS	COURT PENALTIES	45110	00000	4,204.02
02/12/2026	400	145299	STEVE MLENAR	REAL ESTATE TAXES RECEIVABLE	12100	00000	2,526.27
02/12/2026	400	145300	TAMMY L SCHARLAT	REAL ESTATE TAXES RECEIVABLE	12100	00000	120.84
02/12/2026	400	145302	TYLER & JAMIE KLOSE	REAL ESTATE TAXES RECEIVABLE	12100	00000	1,148.78
02/12/2026	400	145303	VILLAGE OF LISBON	AMBULANCE RUNS	46230	00000	11,071.03
02/12/2026	400	145304#	VILLAGE OF PEWAUKEE	BUILDING SERVICES DUE TO VILLAGE	24400	00000	6,666.00
				AMBULANCE RUNS	46230	00000	48,344.30
				CONTRACTED BUILDING INSPECTION	47380	00000	(1,298.82)
				BUILDING CODE ENFORCEMENT	47390	00000	(438.00)
				BUILDING SERVICES - OPERATING SUPPLIES	53400	52400	(89.00)
				CHECK 400 145304 TOTAL FOR FUND 100:			<u>53,184.48</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/12/2026	400	145306	WAUKESHA CO TECHNICAL COLLEGE	FIRE PROTECTIVE SERVICES - TRAINING	52980	52230	4,539.88
02/12/2026	400	145307	WAUKESHA CO TREASURER	COURT PENALTIES	45110	00000	986.65
02/12/2026	400	145309	WISCONSIN MUNICIPAL COURT CLERKS	COURT - DUES, MEMBERSHIPS &	53200	51200	55.00
02/12/2026	400	145310	WISCONSIN MUNICIPAL JUDGES	COURT - DUES, MEMBERSHIPS &	53200	51200	150.00
02/12/2026	400	145311	WISCONSIN RURAL WATER ASSOC.	EMPLOYEE SERVICES - SAFETY PERSONAL	53480	51430	195.48
02/13/2026	400	145312	ARROWHEAD SCHOOL DISTRICT	TAX LEVY DUE SCHOOL DISTRICTS	24600	00000	7,619.23
02/13/2026	400	145313	HAMILTON SCHOOL DISTRICT	TAX LEVY DUE SCHOOL DISTRICTS	24600	00000	308,702.87
02/13/2026	400	145314	PEWAUKEE SCHOOL DISTRICT	TAX LEVY DUE SCHOOL DISTRICTS	24600	00000	4,116,463.73
02/13/2026	400	145315	RICHMOND SCHOOL DISTRICT	TAX LEVY DUE SCHOOL DISTRICTS	24600	00000	14,338.39
02/13/2026	400	145316	WAUKESHA CO TECHNICAL COLLEGE	TAX LEVY DUE SCHOOL DISTRICTS	24600	00000	276,392.86
02/13/2026	400	145317	WAUKESHA CO TREASURER	TAX LEVY DUE COUNTY	24310	00000	1,424,088.25
02/13/2026	400	145318	WAUKESHA SCHOOL DISTRICT	TAX LEVY DUE SCHOOL DISTRICTS	24600	00000	2,078,413.38
02/19/2026	400	145319	AIR ONE EQUIPMENT	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	380.00
02/19/2026	400	145320*#	ARC DOCUMENT SOLUTIONS LLC	ENGINEERING - OPERATING SUPPLIES	53400	53110	19.97
02/19/2026	400	145321	BIEBEL'S TRUE VALUE AND JUST ASK	HIGHWAY - OPERATING SUPPLIES	53400	53100	235.89
02/19/2026	400	145322#	BREDAN MECHANICAL SYSTEMS INC	IT - OTHER PROFESSIONAL SERVICES	52190	51450	785.24
				FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	1,947.50
				CHECK 400 145322 TOTAL FOR FUND 100:			2,732.74
02/19/2026	400	145323	BUMPER TO BUMPER	HIGHWAY - OPERATING SUPPLIES	53400	53100	17.37
02/19/2026	400	145324	CHARLIE DWYER	BUILDING SERVICES - MILEAGE & FUEL	53300	52400	133.40
02/19/2026	400	145325	CINTAS	HIGHWAY - SAFETY EQUIPMENT	53480	53100	820.00
02/19/2026	400	145327	COMEDY SPORTZ	RECREATION PROGRAM - FIELD TRIPS	53460	55300	760.00
02/19/2026	400	145328	CONLEY MEDIA	CLERK/TREASURER - DUES, MEMBERSHIPS &	53200	51420	282.00
02/19/2026	400	145329	ELLIOTTS ACE HARDWARE	FIRE ADMINISTRATION - OPERATING	53400	52210	6.99
02/19/2026	400	145331	FIRE SERVICE INC	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	727.65
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	406.82
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	1,845.94
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	1,012.53
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	1,315.91

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	5,027.66
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	3,523.26
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	980.86
				CHECK 400 145331 TOTAL FOR FUND 100:			<u>14,840.63</u>
02/19/2026	400	145333	HABIT LLC	RECREATION PROGRAM - CONTRACTED	52190	55300	300.00
02/19/2026	400	145334	HOTSY CLEANING SYSTEMS	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	62.26
02/19/2026	400	145335	J&L TIRE AND SERVICE CENTER	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	3,232.75
02/19/2026	400	145336	JOHNS DISPOSAL SERVICE	RECYCLE - GARBAGE COLLECTION	52800	53620	19,361.88
02/19/2026	400	145337	JX ENTERPRISES, INC.	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	2,858.81
02/19/2026	400	145338*#	MENARDS	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	42.53
				FIRE ADMINISTRATION - OPERATING	53400	52210	49.38
				HIGHWAY - OTHER ROADWAY SUPPLIES	53790	53100	19.99
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	17.98
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	39.99
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	(59.99)
				CHECK 400 145338 TOTAL FOR FUND 100:			<u>109.88</u>
02/19/2026	400	145339	MIKE HADLEY	BUILDING SERVICES - MILEAGE & FUEL	53300	52400	841.00
02/19/2026	400	145340	MUNICIPAL CODE ENFORCEMENT, LLC	BUILDING SERVICES - OTHER PROFESSIONAL	52190	52400	2,586.95
02/19/2026	400	145341*#	MUNICIPAL LAW & LITIGATION GROUP	ATTORNEY'S FEES	52100	51300	2,138.90
				ATTORNEY'S FEES	52100	51300	35.00
				ATTORNEY'S FEES	52100	51530	328.10
				ATTORNEY'S FEES	52100	52100	2,364.40
				ATTORNEY'S FEES	52100	52100	263.10
				ATTORNEY'S FEES	52100	52210	679.00
				ATTORNEY'S FEES	52100	55200	95.00
				FORESTRY - TREE REMOVAL	53410	56110	264.30
				ATTORNEY'S FEES	52100	56300	526.20
				ATTORNEY'S FEES	52100	56300	942.10
				CHECK 400 145341 TOTAL FOR FUND 100:			<u>7,636.10</u>
02/19/2026	400	145342*#	NAPA	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	196.71
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	129.14
				CHECK 400 145342 TOTAL FOR FUND 100:			<u>325.85</u>
02/19/2026	400	145343	NORTH CENTRAL UTILITY	PARKS - VEHICLE REPAIR & MAINT	52440	55200	265.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/19/2026	400	145345	OCEANID	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	45.00
02/19/2026	400	145346	ODP BUSINESS SOLUTIONS LLC	CLERK/TREASURER - OPERATING SUPPLIES	53400	51420	15.99
02/19/2026	400	145347	PREMIUM WATERS, INC	PARKS - OPERATING SUPPLIES	53400	55200	45.99
02/19/2026	400	145348	R&R INSURANCE SERVICES	WORKER'S COMPENSATION	55110	51930	17,018.00
02/19/2026	400	145349	RANDY CHMIEL	HIGHWAY - SAFETY EQUIPMENT	53480	53100	200.00
02/19/2026	400	145350	Ridgeview LLC	BOB25-0002	23175	00000	2,500.00
02/19/2026	400	145351	SIGNS & LINES BY STRETCH	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	232.26
02/19/2026	400	145352	STRYKER SALES CORPORATION	FIRE PROTECTIVE SERVICES - EMS	53450	52230	1,423.80
02/19/2026	400	145353	SYSTEC LTD OF WISCONSIN INC	HIGHWAY - BLDG REPAIRS & MAINT	52410	53100	295.00
02/19/2026	400	145355	TURNOUT MANAGEMENT	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	587.75
02/19/2026	400	145356	UNIFIRST CORP	FIRE ADMINISTRATION - OPERATING	53400	52210	132.21
02/19/2026	400	145357	VILLAGE OF PEWAUKEE	LIBRARY - OPERATING SUPPLIES	53400	55110	74,205.50
02/19/2026	400	145358	WAUKESHA CO FIRE CHIEF'S ASSOC	FIRE ADMINISTRATION - DUES, MEMBERSHIPS	53200	52210	1,462.34
02/19/2026	400	145359	WAUKESHA CO TREASURER	POLICE - CONTRACT FOR SERVICES	52160	52100	313,763.33
				POLICE - CONTRACT FOR SERVICES	52160	52100	313,763.33
				CHECK 400 145359 TOTAL FOR FUND 100:			<u>627,526.66</u>
02/19/2026	400	145360	WAUKESHA COUNTY CLERK	DOG LICENSES	44200	00000	4,557.25
02/19/2026	400	145362	WISCONSIN LEGAL BLANK	POLICE - OPERATING SUPPLIES	53400	52100	1,100.00
02/26/2026	400	145363	3B MEDICAL	FIRE PROTECTIVE SERVICES - EMS	53450	52230	358.37
02/26/2026	400	145364*#	A&M CLEANING SOLUTIONS	HIGHWAY - CONTRACTED JANITORIAL	52400	53100	1,360.00
02/26/2026	400	145365*#	ADVANCE NAME PLATE & BADGE	ENGINEERING - OPERATING SUPPLIES	53400	53110	16.42
02/26/2026	400	145367	ANDREW & SARAH ZIEMER	REAL ESTATE TAXES RECEIVABLE	12100	00000	253.35
02/26/2026	400	145368	ANDREW GOULD	REAL ESTATE TAXES RECEIVABLE	12100	00000	150.33
02/26/2026	400	145370	BIEBEL'S TRUE VALUE AND JUST ASK	HIGHWAY - OPERATING SUPPLIES	53400	53100	137.97
				HIGHWAY - OPERATING SUPPLIES	53400	53100	27.86
				CHECK 400 145370 TOTAL FOR FUND 100:			<u>165.83</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/26/2026	400	145371	BLAIR FIRE PROTECTION	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	497.50
				FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	615.03
				CHECK 400 145371 TOTAL FOR FUND 100:			<u>1,112.53</u>
02/26/2026	400	145372	BOUCHER CHEVROLET	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	1,167.88
02/26/2026	400	145373	BREDAN MECHANICAL SYSTEMS INC	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	3,163.80
02/26/2026	400	145374	BRETT & ANNA BUEHLER	REAL ESTATE TAXES RECEIVABLE	12100	00000	755.31
02/26/2026	400	145375*#	CONLEY MEDIA	CLERK/TREASURER - NOTICES & PLANNER - NOTICES & PUBLICAT	53470 53470	51420 56300	621.48 40.76
				CHECK 400 145375 TOTAL FOR FUND 100:			<u>662.24</u>
02/26/2026	400	145376	COREY OIL	HIGHWAY - FUEL	53420	53100	4,586.07
02/26/2026	400	145377	DC PLUMBING LLC	PLUMBING PERMITS	44302	00000	336.00
02/26/2026	400	145378	DIVERSIFIED BENEFIT SERVICES, INC.	INSURANCE CONSULTANT	52150	51930	319.89
02/26/2026	400	145379	EILEEN BUSKE	REAL ESTATE TAXES RECEIVABLE	12100	00000	2,182.39
02/26/2026	400	145380	ELEVITY GORDON FLESCH CO INC	IT - SOFTWARE MAINTENANCE & UPDATES IT - SOFTWARE MAINTENANCE & UPDATES	52480 52480	51450 51450	2,621.50 7,422.52
				CHECK 400 145380 TOTAL FOR FUND 100:			<u>10,044.02</u>
02/26/2026	400	145382	EWALD CHEVROLET BUICK	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	250.00
02/26/2026	400	145384	FIRE SERVICE INC	FIRE PROTECTIVE SERVICES - VEHICLE FIRE PROTECTIVE SERVICES - VEHICLE	52440 52440	52230 52230	700.00 8,646.53
				CHECK 400 145384 TOTAL FOR FUND 100:			<u>9,346.53</u>
02/26/2026	400	145385	FOTH INFRASTRUCTURE &	PLANNER - OTHER PROFESSIONAL SERVICES	52190	56300	1,260.30
02/26/2026	400	145386	GREAT LAKES TESTING	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	2,284.00
02/26/2026	400	145387	GRIFFIN FORD	FIRE PROTECTIVE SERVICES - VEHICLE FIRE PROTECTIVE SERVICES - VEHICLE	52440 52440	52230 52230	601.84 940.00
				CHECK 400 145387 TOTAL FOR FUND 100:			<u>1,541.84</u>
02/26/2026	400	145388	JAMES IMAGING SYSTEMS	IT - OTHER PROFESSIONAL SERVICES	52190	51450	65.00
02/26/2026	400	145389	JEFFREY & MARGARET REDDICK	REAL ESTATE TAXES RECEIVABLE	12100	00000	387.67
02/26/2026	400	145390	LAKE PEWAUKEE SANITARY DISTRICT	LAKE MANAGEMENT - CONTRACTED SERVICES	52990	53640	283,500.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
02/26/2026	400	145391	LAUTERBACH & AMEN, LLP	CLERK/TREASURER - OTHER ACCOUNTING	52130	51420	17,275.00
02/26/2026	400	145392	LIFE-ASSIST INC	FIRE PROTECTIVE SERVICES - EMS	53450	52230	357.61
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	560.23
				CHECK 400 145392 TOTAL FOR FUND 100:			917.84
02/26/2026	400	145393	MARMIC FIRE & SAFETY	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	302.50
				FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	302.50
				CHECK 400 145393 TOTAL FOR FUND 100:			605.00
02/26/2026	400	145394	MARY FIRNROHR	RECREATION PROGRAM - CONTRACTED	52190	55300	420.00
02/26/2026	400	145396	NATIONWIDE RETIREMENT SOLUTIONS	DEFERRED COMPENSATION	21570	00000	1,450.00
				DEFERRED COMPENSATION	21570	00000	1,434.00
				CHECK 400 145396 TOTAL FOR FUND 100:			2,884.00
02/26/2026	400	145397	NICK PHALIN	RECREATION PROGRAM - MILEAGE	53300	55300	47.13
02/26/2026	400	145400	RICHARD CARR	SHARP SHOOTER DEER MANAGEMENT	52990	54155	200.00
02/26/2026	400	145402	SOFT WATER, INC.	FIRE ADMINISTRATION - OPERATING	53400	52210	72.00
				FIRE ADMINISTRATION - OPERATING	53400	52210	70.00
				CHECK 400 145402 TOTAL FOR FUND 100:			142.00
02/26/2026	400	145405	THOMAS PERDZOCK	SHARP SHOOTER DEER MANAGEMENT	52990	54155	200.00
02/26/2026	400	145406	UNIFIRST CORP	FIRE ADMINISTRATION - OPERATING	53400	52210	73.47
02/26/2026	400	145407*#	VERMEER - WISCONSIN	HIGHWAY - NEW EQUIPMENT	53950	53100	2,112.47
02/26/2026	400	145409	WAUKESHA CO TREASURER	POLICE - OVERTIME	52150	52100	4,653.75
02/26/2026	400	145410*#	ZORN COMPRESSOR & EQUIPMENT	HIGHWAY - BLDG REPAIRS & MAINT	52410	53100	898.34
				Total for fund 100 GENERAL FUND			9,565,623.74

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 230 STORM WATER MANAGEMENT							
02/12/2026	400	145258*#	AT&T MOBILITY CC	TELEPHONE & CELL	52260	53650	64.87
				TELEPHONE & CELL	52260	53650	64.87
				TELEPHONE & CELL	52260	53650	64.87
				TELEPHONE & CELL	52260	53650	64.87
				CHECK 400 145258 TOTAL FOR FUND 230:			<u>259.48</u>
02/12/2026	400	145265*#	DIGGERS HOTLINE	STORM SEWER MAINT - DIGGER'S HOTLINE	52201	53651	780.71
02/12/2026	400	145294*#	RUEKERT & MIELKE, INC.	OUTSIDE ENGINEERING	52190	53650	164.44
				OUTSIDE ENGINEERING	52190	53650	290.22
				OUTSIDE ENGINEERING	52190	53650	354.96
				OUTSIDE ENGINEERING	52190	53650	1,664.00
				OUTSIDE ENGINEERING	52190	53650	750.06
				OUTSIDE ENGINEERING	52190	53650	623.54
				PROJECTS - HILL 'N DALE	58210	57301	909.72
				PROJECTS - VALLEY BROOK SUB. DITCH	58210	57354	509.88
				CHECK 400 145294 TOTAL FOR FUND 230:			<u>5,266.82</u>
02/12/2026	400	145295*#	SE WI REGIONAL PLANNING COMM	PROJECTS - HILLSIDE GROVE STORM SEWER	58210	57334	500.00
02/19/2026	400	145320*#	ARC DOCUMENT SOLUTIONS LLC	OPERATING SUPPLIES	53400	53650	19.96
02/19/2026	400	145341*#	MUNICIPAL LAW & LITIGATION GROUP	ATTORNEY'S FEES	52100	53650	473.60
02/26/2026	400	145364*#	A&M CLEANING SOLUTIONS	CONTRACTED JANITORIAL	52400	53650	680.00
02/26/2026	400	145365*#	ADVANCE NAME PLATE & BADGE	OPERATING SUPPLIES	53400	53650	16.41
02/26/2026	400	145401	RICHARD WIRTZ	MEETINGS & CONVENTIONS	53210	53650	139.00
				MILEAGE	53300	53650	118.90
				CHECK 400 145401 TOTAL FOR FUND 230:			<u>257.90</u>
02/26/2026	400	145404	SYSTEC LTD OF WISCONSIN INC	BUILDING REPAIRS & MAINT	52410	53650	200.00
02/26/2026	400	145407*#	VERMEER - WISCONSIN	NEW EQUIPMENT (NON-CAPITAL)	53950	53650	1,056.23
02/26/2026	400	145410*#	ZORN COMPRESSOR & EQUIPMENT	BUILDING REPAIRS & MAINT	52410	53650	449.16

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User: FIORENTINO  
DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE  
CHECK DATE FROM 02/07/2026 - 02/26/2026

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 230 STORM WATER MANAGEMENT							
Total for fund 230 STORM WATER MANAGEMENT							9,960.27

02/26/2026 12:50 PM  
User: FIORENTINO  
DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE  
CHECK DATE FROM 02/07/2026 - 02/26/2026

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 240 AMERICAN RESCUE PLAN							
02/26/2026	400	145375*#	CONLEY MEDIA	DPW SOLAR PANELS	57102	00000	65.26
Total for fund 240 AMERICAN RESCUE PLAN							65.26

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 420 CAPTIAL ROAD PROJECTS							
02/12/2026	400	145294*#	RUEKERT & MIELKE, INC.	LEXINGTON/TACOMA PH 1	58210	57426	1,348.97
				JOSEPH ROAD NEW CONTRACT	58210	57566	1,516.38
				SHADY LANE NEW CONTRACT	58210	57567	1,949.28
				WETHERSFIELD PH. 1	58210	57569	5,401.14
				SPRIGDALE ESTATES - GLENWOOD	58210	57570	6,330.80
				CHECK 400 145294 TOTAL FOR FUND 420:			<u>16,546.57</u>
02/26/2026	400	145366	AECOM TECHNICAL SERVICES, INC	LEXINGTON/TAKOMA PH 2	58210	57568	2,338.71
02/26/2026	400	145408	WAUKESHA CO DEPT OF PUBLIC WORKS	LEXINGTON/TAKOMA PH 2	58210	57568	240.00
				Total for fund 420 CAPTIAL ROAD PROJECTS			19,125.28

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DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE  
CHECK DATE FROM 02/07/2026 - 02/26/2026

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 440 BIKE & PEDESTRIAN							
02/12/2026	400	145293	R.H. BATTERMAN & CO INC	PEWAUKEE ROAD (RIVERWOOD TO TOWER)	58235	53550	7,223.00
Total for fund 440 BIKE & PEDESTRIAN							7,223.00

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CHECK DISBURSEMENT REPORT FOR PEWAUKEE  
CHECK DATE FROM 02/07/2026 - 02/26/2026

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 450 CITY HALL REMODEL							
02/12/2026	400	145301	THRIVE ARCHITECTS	CITY HALL REMODEL	58100	57700	3,820.00
02/19/2026	400	145341*#	MUNICIPAL LAW & LITIGATION GROUP	CITY HALL REMODEL	58100	57700	535.50
Total for fund 450 CITY HALL REMODEL							4,355.50

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CHECK DATE FROM 02/07/2026 - 02/26/2026

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 490 CAPTIAL EQUIPMENT							
02/19/2026	400	145354	TKK ELECTRONICS	FIRE ADMINISTRATION - CAPITAL EQUIPMENT	58100	57220	224.73
Total for fund 490 CAPTIAL EQUIPMENT							224.73

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
02/12/2026	400	145257*	ALL CITY COMMUNICATIONS INC.	ADMIN & GEN OPS-ANSWERING SERVICE	52331	10921	36.72
02/12/2026	400	145258*#	AT&T MOBILITY CC	ADMIN & GEN OPS-PHONE, INTERNET CELL	52230	10921	37.00
				ADMIN & GEN OPS-PHONE, INTERNET CELL	52230	10921	83.00
				ADMIN & GEN OPS-PHONE, INTERNET CELL	52230	10921	45.00
				ADMIN & GEN OPS-PHONE, INTERNET CELL	52230	10921	56.00
				CHECK 400 145258 TOTAL FOR FUND 600:			<u>221.00</u>
02/12/2026	400	145259	BADGER METER	CUSTOMER ACCTS OPS-METER READING EXPS	52401	10902	175.32
02/12/2026	400	145264	CUTNGO	SOURCE MAINT-BUILDINGS AND GROUNDS	52310	10611	800.00
02/12/2026	400	145265*#	DIGGERS HOTLINE	TRANS & DIST OPS-DIGGERS HOTLINE WATER	52450	10665	780.72
02/12/2026	400	145266*#	ELLIOTTS ACE HARDWARE	TRANS & DIST MAINT-MAINT OF METERS	52400	10676	3.98
02/12/2026	400	145267	FERGUSON WATERWORKS #1476	TRANS & DIST MAINT-MAINT OF METERS	52400	10676	5.30
02/12/2026	400	145270#	GRAINGER	SOURCE OPS- SUPPLIES AND EXPENSES	53400	10603	86.02
				SOURCE MAINT-MAINT OF WELLS	52400	10614	171.55
				CHECK 400 145270 TOTAL FOR FUND 600:			<u>257.57</u>
02/12/2026	400	145272#	HAWKINS, INC.	OTHER PUMP EQUIPMENT - CONTRIBUTED	18578	00328	15,375.00
				TREATMENT OPS-CHEMICALS	53410	10641	4,209.47
				CHECK 400 145272 TOTAL FOR FUND 600:			<u>19,584.47</u>
02/12/2026	400	145275	HYDROCORP	TRANS & DIST OPS-CROSS CONNECTION	52900	10664	1,262.15
02/12/2026	400	145283	LINCOLN CONTRACTORS	TRANS & DIST MAINT-MISC PLANT REPAIRS	52400	10678	14.62
02/12/2026	400	145284*#	MENARDS	PUMP MAINT-BUILD & GROUNDS	52310	10631	16.97
				PUMP MAINT-BUILD & GROUNDS	52310	10631	11.98
				PUMP MAINT-BUILD & GROUNDS	52310	10631	23.01
				CHECK 400 145284 TOTAL FOR FUND 600:			<u>51.96</u>
02/12/2026	400	145289	NORTHERN LAKE SERVICE, INC	TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	124.00
02/12/2026	400	145292*	PARTNER2LEARN, LLC	ADMIN & GEN OPS-OUTSIDE PROF & CONSULT	52383	10928	298.56
02/12/2026	400	145294*#	RUEKERT & MIELKE, INC.	BLUMD WATER MAIN-BUSSE TO FOSTER	12810	00107	3,204.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
				TRANS & DIST MAINT-SCADA MAINT	52100	10678	172.80
				TRANS & DIST MAINT-SCADA MAINT	52100	10678	2,736.10
				TRANS & DIST MAINT-SCADA MAINT	52100	10678	1,758.40
				CHECK 400 145294 TOTAL FOR FUND 600:			<u>7,871.80</u>
02/12/2026	400	145296*#	SETH BROWN	SOURCE OPS-SAFETY	52200	10603	87.03
02/12/2026	400	145305	VIRTUE CONSTRUCTION CORPORATION	TRANS & DIST MAINT-MAINT OF SERVICES	52400	10675	18,274.00
02/19/2026	400	145330	FERGUSON WATERWORKS #1476	BULK WATER FILL STATION	12842	00107	357.98
02/19/2026	400	145332	GRAINGER	SOURCE MAINT-MAINT OF WELLS	52400	10614	119.55
02/19/2026	400	145338*#	MENARDS	SOURCE MAINT-MAINT OF WELLS	52400	10614	65.11
				SOURCE MAINT-MAINT OF WELLS	52400	10614	260.77
				TRANS & DIST MAINT-MAINT OF METERS	52400	10676	7.98
				CHECK 400 145338 TOTAL FOR FUND 600:			<u>333.86</u>
02/19/2026	400	145341*#	MUNICIPAL LAW & LITIGATION GROUP	LINDSAY WATER - PARK TO SWAN	12814	00107	2,047.90
				LINDSAY WATER - PARK TO SWAN	12814	00107	1,096.20
				CHECK 400 145341 TOTAL FOR FUND 600:			<u>3,144.10</u>
02/19/2026	400	145342*#	NAPA	PUMP MAINT-GENERATOR MAINT & LABOR	51239	10632	104.90
				PUMP MAINT-GENERATOR MAINT & LABOR	51239	10632	6.37
				CHECK 400 145342 TOTAL FOR FUND 600:			<u>111.27</u>
02/19/2026	400	145344	NORTHERN LAKE SERVICE, INC	TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	93.00
02/19/2026	400	145361	WI DNR	ADMIN & GEN OPS-UTILITY MEMB & CONT	53200	10930	45.00
02/26/2026	400	145369*#	AT&T MOBILITY	TRANS & DIST MAINT-SCADA MAINT	52100	10678	24.79
				ADMIN & GEN OPS-PHONE, INTERNET CELL	52230	10921	312.41
				CHECK 400 145369 TOTAL FOR FUND 600:			<u>337.20</u>
02/26/2026	400	145381#	ELLIOTTS ACE HARDWARE	SOURCE MAINT-BUILDINGS AND GROUNDS	52310	10611	105.98
				PUMPING OPS-MISC EXPENSE	53400	10626	9.99
				TRANS & DIST MAINT-MISC PLANT REPAIRS	52400	10678	34.19
				TRANS & DIST MAINT-MISC PLANT REPAIRS	52400	10678	33.29
				TRANS & DIST MAINT-MISC PLANT REPAIRS	52400	10678	(34.19)
				CHECK 400 145381 TOTAL FOR FUND 600:			<u>149.26</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
02/26/2026	400	145383	FERGUSON WATERWORKS #1476	TRANS & DIST MAINT-MAINT OF METERS	52400	10676	40.43
02/26/2026	400	145395	MENARDS	TRANS & DIST MAINT-RESERVOIRS &	52400	10672	24.35
02/26/2026	400	145398	NORTHERN LAKE SERVICE, INC	TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	25.00
				TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	124.00
				CHECK 400 145398 TOTAL FOR FUND 600:			<u>149.00</u>
02/26/2026	400	145399	PUBLIC SERVICE COMMISSION OF WI	OPER & MAINT EXP-REGULATORY & COMM EXP	52381	10928	235.23
02/26/2026	400	30(S)	WATER SURPLUS	PFAS TREATMET	12818	00107	2,575.00
				PFAS TREATMET	12818	00107	<u>(2,575.00)</u>
				CHECK 400 30(S) TOTAL FOR FUND 600:			0.00
				Total for fund 600 WATER UTILITY			54,989.43

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 650 SEWER UTILITY							
02/12/2026	400	145257*	ALL CITY COMMUNICATIONS INC.	ADMIN & GEN OPS-ANSWERING SERVICE	52331	10921	36.72
02/12/2026	400	145258*#	AT&T MOBILITY CC	ADMIN & GEN OPS PHONE INTERNET CELL	52230	10921	36.93
				ADMIN & GEN OPS PHONE INTERNET CELL	52230	10921	82.93
				ADMIN & GEN OPS PHONE INTERNET CELL	52230	10921	44.93
				ADMIN & GEN OPS PHONE INTERNET CELL	52230	10921	55.93
				CHECK 400 145258 TOTAL FOR FUND 650:			<u>220.72</u>
02/12/2026	400	145265*#	DIGGERS HOTLINE	DIGGERS HOTLINE SEWER	52450	10665	780.72
02/12/2026	400	145271	GREGG MARTIN INSTRUMENTATION	MAINTENANCE/SCS - CONTROL PANEL	52430	01831	300.00
02/12/2026	400	145292*	PARTNER2LEARN, LLC	ADMIN & GEN OPS-OUTSIDE PROF CONSULTANT	52383	10928	298.56
02/12/2026	400	145294*#	RUEKERT & MIELKE, INC.	Gun Club Sewer Study	12831	00107	4,747.40
				SCADA/TELEMETRY MAINT	52100	01831	172.80
				SCADA/TELEMETRY MAINT	52100	01831	1,508.40
				CHECK 400 145294 TOTAL FOR FUND 650:			<u>6,428.60</u>
02/12/2026	400	145295*#	SE WI REGIONAL PLANNING COMM	KOPMEIER SEWER PIPE REPAIR	12837	00107	750.00
02/12/2026	400	145296*#	SETH BROWN	SAFETY	52200	01827	87.03
02/12/2026	400	145308	WAUKESHA WATER UTILITY	SEWER SERVICE CHARGE - WCC	52344	01827	26,362.47
02/19/2026	400	145326	CITY OF BROOKFIELD	SEWER SERVICE CHARGE - BROOKFIELD	52340	01827	267,010.40
02/19/2026	400	145341*#	MUNICIPAL LAW & LITIGATION GROUP	ATTORNEY'S FEES	52100	10923	65.00
02/19/2026	400	145342*#	NAPA	MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	306.69
02/26/2026	400	145369*#	AT&T MOBILITY	SCADA/TELEMETRY MAINT	52100	01831	24.79
				ADMIN & GEN OPS PHONE INTERNET CELL	52230	10921	312.41
				CHECK 400 145369 TOTAL FOR FUND 650:			<u>337.20</u>
02/26/2026	400	145403	STRAND ASSOCIATES, INC	Gun Club Sewer Study	12831	00107	1,445.00
				Total for fund 650 SEWER UTILITY			304,429.11
			TOTAL - ALL FUNDS				9,965,996.32

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'\*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

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

## City of Pewaukee - New Agenda Item

### Agenda Language:

Discussion and Possible Action Regarding Village of Lisbon Request for Municipal Water Service to a Targeted Service Area [Wagner]

### Sub Item Agenda Language:

### Background Provided By:

Magdelene Wagner/Jane Mueller

### Background:

The Village of Lisbon has requested the City of Pewaukee Water Utility serve a targeted area with municipal water. Please see the attached letter.

A study was completed on serving this area in May 2025. The report was presented to the Public Works Committee at their May 22, 2025. The consensus was to serve the area when our PFAS affected wells come back at full capacity post treatment. See attached agenda and minutes.

The Study (see attached) indicates that once we have our PFAS affected wells back in service that the City has the capacity to serve this limited area in the Village. The City is looking to bid the PFAS treatment system in 2026. Construction will take about 1 year and is anticipated to be operational in mid-2027. This will likely be around the same time any of the Village of Lisbon's customers will come online for service. Serving this area may require the City to pursue additional well capacity sooner than needed for just City residents, but it would not impact this in a significant way due to the limited service area.

The City will need an intergovernment agreement, Wisconsin Department of Natural Resources approval, Public Service Commission approval, and a rate study to approve serving this area.

A draft response is included in the packet for your review. If the Village of Lisbon agrees, Staff will further pursue costs to complete the analysis and approvals and will return to Council for approval to spend those funds and any associated agreements for payment from the Village.

### Fiscal Impact:

### Recommended Motion:

Council direct staff to mail draft letter supporting the water service to the Village of

Lisbon to foster further discussion.



## VILLAGE OF LISBON

W234 N8676 Woodside Rd

Lisbon, WI 53089-1545

January 26, 2026

City of Pewaukee  
Attn: Administrator Scott Klein  
W240N3065 Pewaukee Road  
Pewaukee, WI 53072

### **Subject: Formal Request for Retail Water Service to the Village of Lisbon Target Service Area**

Dear Administrator Klein,

The Village of Lisbon respectfully submits this formal request for retail water service to the Village's designated target service area. A figure illustrating the proposed service area boundaries has been provided for your reference.

#### **Purpose and Project Timeline**

The Village intends to pursue Public Service Commission (PSC) Construction Authorization on or before June 2026, with construction activities and customer connections planned for calendar year 2027. This request initiates the coordination necessary to meet that schedule and to establish mutually agreeable service terms.

#### **Technical Considerations**

The Village anticipates the following system characteristics and requirements:

- 103 residential connections and 1 institutional connection within the target service area. A detailed demand summary has been provided by Strand Associates and is attached to this letter.
- Planned emergency interconnect between the Village and the City of Pewaukee to enhance system resiliency and redundancy.
- Minimum service area requested from each provider: Four properties along Weyer Road (LSBT 0288.987.003, 0288.987.002, 0288.987, & 0288.988)
- Maximum service area requested from each provider: Full extent of the target service area as depicted in the forthcoming figure.
- Water mains within the service area will be installed by the Village of Lisbon and dedicated to the supplier's utility.

#### **Financial Considerations**

To support Village planning and budgeting, we request information regarding:

- Connection fees applicable to new customers
- Retail water rates for residential and institutional users
- Any additional fees or charges associated with service initiation, infrastructure extensions, or ongoing operations

#### **Contract Considerations**

To facilitate timely review and negotiation, the Village requests:

- Proposed contract terms for retail water service
- Sample agreement language or template documents
- Any other contractual requirements typically associated with new wholesale or retail service arrangements



**Desired Schedule for Coordination**

To meet the PSC filing deadline, the Village proposes the following schedule:

- Concept discussions and preliminary agreement development: January–March 2026
- Village of Lisbon Board review and decisions: April–May 2026
- Service provider review and decisions: May 2026
- Service provider submission of PSC Construction Authorization: June 2026

The Village looks forward to collaborating with the City of Pewaukee to advance this important public infrastructure initiative. Please contact us at your earliest convenience to begin discussions or to request additional information.

Sincerely,

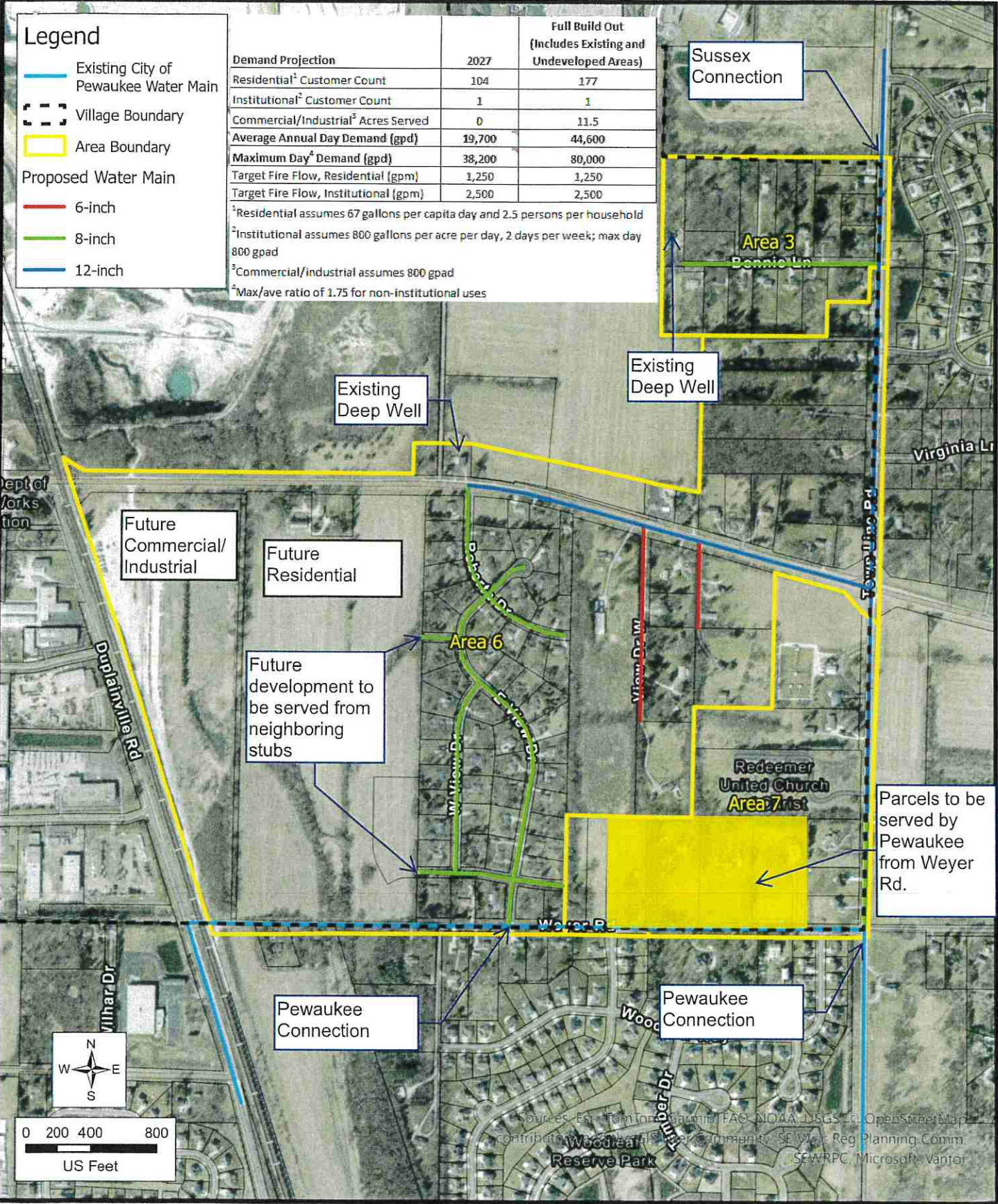
Daniel Green  
Administrator  
Village of Lisbon

### Legend

- Existing City of Pewaukee Water Main
- Village Boundary
- Area Boundary
- Proposed Water Main**
  - 6-inch
  - 8-inch
  - 12-inch

Demand Projection	2027	Full Build Out (Includes Existing and Undeveloped Areas)
Residential <sup>1</sup> Customer Count	104	177
Institutional <sup>2</sup> Customer Count	1	1
Commercial/Industrial <sup>3</sup> Acres Served	0	11.5
Average Annual Day Demand (gpd)	19,700	44,600
Maximum Day <sup>4</sup> Demand (gpd)	38,200	80,000
Target Fire Flow, Residential (gpm)	1,250	1,250
Target Fire Flow, Institutional (gpm)	2,500	2,500

<sup>1</sup> Residential assumes 67 gallons per capita day and 2.5 persons per household  
<sup>2</sup> Institutional assumes 800 gallons per acre per day, 2 days per week; max day 800 gpd  
<sup>3</sup> Commercial/Industrial assumes 800 gpad  
<sup>4</sup> Max/ave ratio of 1.75 for non-institutional uses



## VILLAGE OF LISBON WATER SERVICE AREA REQUEST MAP

**WATER FEASIBILITY STUDY  
 VILLAGE OF LISBON  
 WAUKESHA COUNTY, WISCONSIN**



**FIGURE 1  
 3581.011**

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action regarding the Lisbon Water Service Report

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

The Village of Lisbon requested the City of Pewaukee provide water service to a limited area in the Village. Upon request and direction from the Committee and the Council, the City entered into an agreement to have a consultant study the feasibility of providing the requested service. The study is not complete.

Please find the enclosed report. To summarize, the City will be able to provide service to the requested area after we have completed several projects. The projects are currently in design and construction will not be completed until 2028.

The report has been sent to the Village of Lisbon. We are waiting to hear back if they still desire service for this area with the timeline proposed. If service is still desired, we will bring back any additional requests for discussion.

Fiscal Impact:

Recommended Motion:

believing it would benefit the County. Despite multiple follow-ups, the Village was still awaiting a response from the County.

Ms. Wagner noted that the deadline to sign an agreement with the DOT for the project had passed. She expressed that at this point, there was little the City could do since the intersection was outside their jurisdiction. The most they could do would be to follow up with the Village, which now has a new administrator.

Committee members agreed that the window of opportunity for this project had closed, and their hands were tied on the matter.

## 5. Water and Sewer Division

### 5.1 Discussion and possible action regarding the Lisbon Water Service Report

Ms. Wagner presented a report on the potential for providing water service to a limited area in the southeast quarter of the Village of Lisbon, as requested by the Village. Lisbon paid for the study included in the packet.

Ms. Wagner highlighted several concerns about providing this service, noting issues within the City's current system, such as PFAS and radium contamination, and reduced capacity at certain wells. She explained that these issues have raised concerns about firm capacity, indicating that it would likely take 2 to 3 years before the City could provide service to the requested area due to these existing challenges.

Ms. Wagner sent the report to Lisbon and is awaiting their response to see if they are still interested in receiving service within this timeframe. She mentioned that Lisbon was also in talks with the Village of Sussex about water service.

Committee members expressed support for serving these areas once the City's **firm** capacity is restored, provided it does not shortchange Pewaukee's own customers. They viewed it as a good move to promote tranquility between municipalities.

Mr. Tormey asked if Lisbon was looking for immediate service. Ms. Wagner responded they were looking for service within the next year.

Ms. Wagner also mentioned that Lisbon was in discussions about possibly leveraging funding from a quarry to support the water main extensions in that area.

Additionally, Ms. Wagner discussed the possibility of laying out loops for the water service to ensure adequate flow and pressure, considering both existing infrastructure and potential future needs. The committee members also recognized that achieving the proposed extensions would be instrumental in addressing the well relief areas for affected residents while ultimately supporting community-wide growth and cooperation.

### 5.2 Discussion and possible action regarding capping assessments for connecting to municipal water and sanitary sewer [Wagner / Mueller]

Ms. Wagner reported on discussions from a recent Common Council meeting

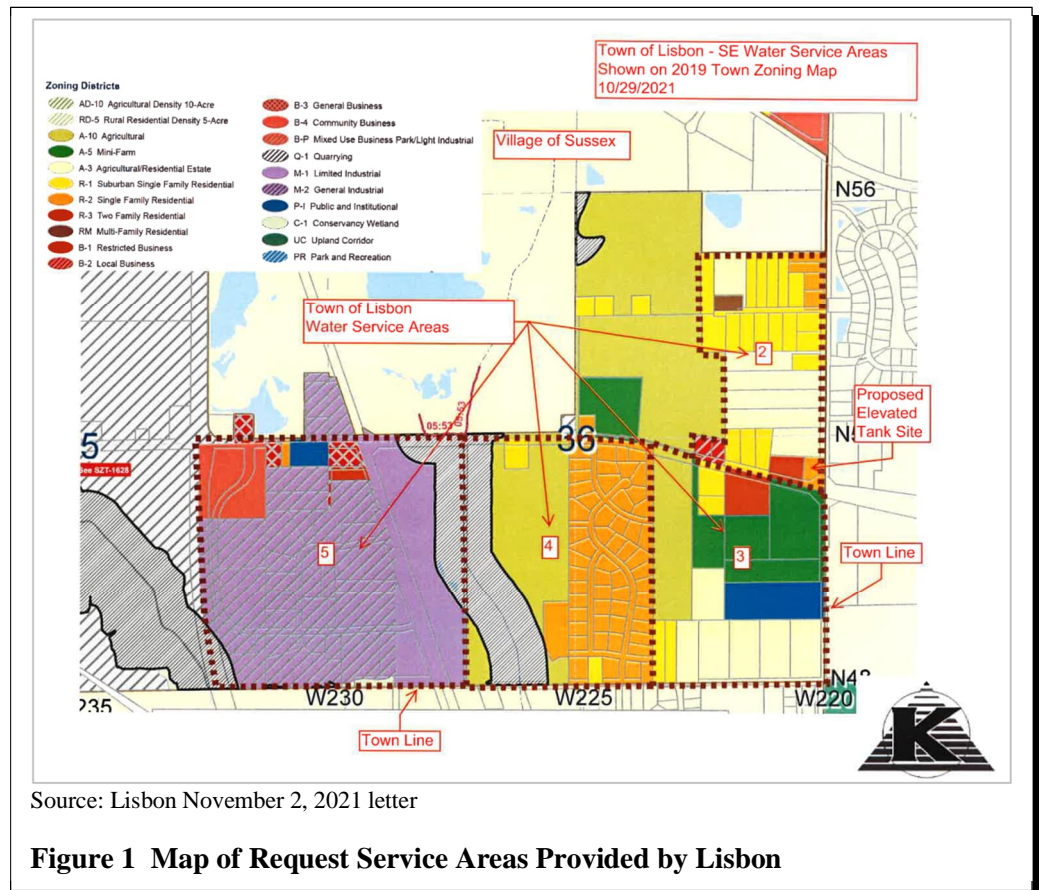
May 8, 2025

Ms. Maggie Wagner, City Engineer, Director of Public Works  
City of Pewaukee  
W240N3065 Pewaukee Road  
Pewaukee, WI 53072

Re: Engineering Review of Municipal Water Service  
City of Pewaukee, Wisconsin (City)

Dear Maggie,

The Village of Lisbon, Wisconsin (Lisbon) has requested retail water service from the City for a limited area. This letter summarizes Strand Associates, Inc.®'s (Strand) analysis of the capacity of the City's water system to supply the requested demands and the ability of the City's water system to deliver normal and emergency demands. The request is detailed in a letter from Lisbon dated November 2, 2021, which is enclosed. The requested service area is shown Figure 1. Lisbon has requested water service to Areas 2 through 5 shown on Figure 1.



Ms. Maggie Wagner, City Engineer, Director of Public Works  
 City of Pewaukee  
 Page 2  
 May 8, 2025

**Executive Summary**

The City is currently in a situation where it is meeting its own water demands due to operating some existing wells that are faced with water quality issues. The City is working to address these issues with ongoing capital projects that are expected to be completed in approximately 2 to 3 years. In the interim, the City would not have adequate supply capacity without operating the wells in question, and adding Lisbon demands only exacerbates the issue. The City is projected to have excess capacity after these issues are addressed. From that point onward, any capacity the City wishes to sell or reserve for Lisbon’s request could be accounted for when planning any future projects, as would be the case with any other existing customer demands.

**Requested Demand**

Demand projections were provided by Lisbon for the year of connection (current year) and an unspecified future year for each area. These projections are shown in Table 1. Lisbon determined the current year demand from the existing development. The future year demand was projected based on land use of vacant land within each service area. Lisbon added a 5 percent water loss to be compensated by additional pumping required.

The Lisbon demand methodology was reviewed and compared against the methodology used in the City’s 2023 Water System Master Plan (Master Plan) prepared by Strand. The Lisbon demand methodology was found to be reasonable and slightly conservative (slightly higher demand) than what would be projected with the City’s Master Plan methodology. For example, Lisbon used slightly higher density or gallon per acre per day water demand values, but the City’s Master Plan used a slightly higher water loss percentage. The methodology produced results close enough to the City’s Master Plan methodology that the Lisbon demands presented in the request letter will be evaluated as is.

Lisbon Development Area	Current ADD		Future Total ADD		Future Total Maximum Day	
	gpd	gpm	gpd	gpm	gpd	gpm
Area 2	8,322	5.78	10,534	7.32	21,805	15.14
Area 3	2,422	1.68	17,116	11.89	35,430	24.60
Area 4	8,848	6.14	20,540	14.26	42,518	29.53
Area 5	45,100	31.32	70,125	48.70	145,159	100.80
5% Loss	3,235	2.25	5,916	4.11	12,246	8.50
<b>Total</b>	<b>67,927</b>	<b>47.17</b>	<b>124,231</b>	<b>86.27</b>	<b>257,158</b>	<b>178.58</b>

Notes:  
 gpd=gallons per day  
 gpm=gallons per minute  
 ADD=average day demand

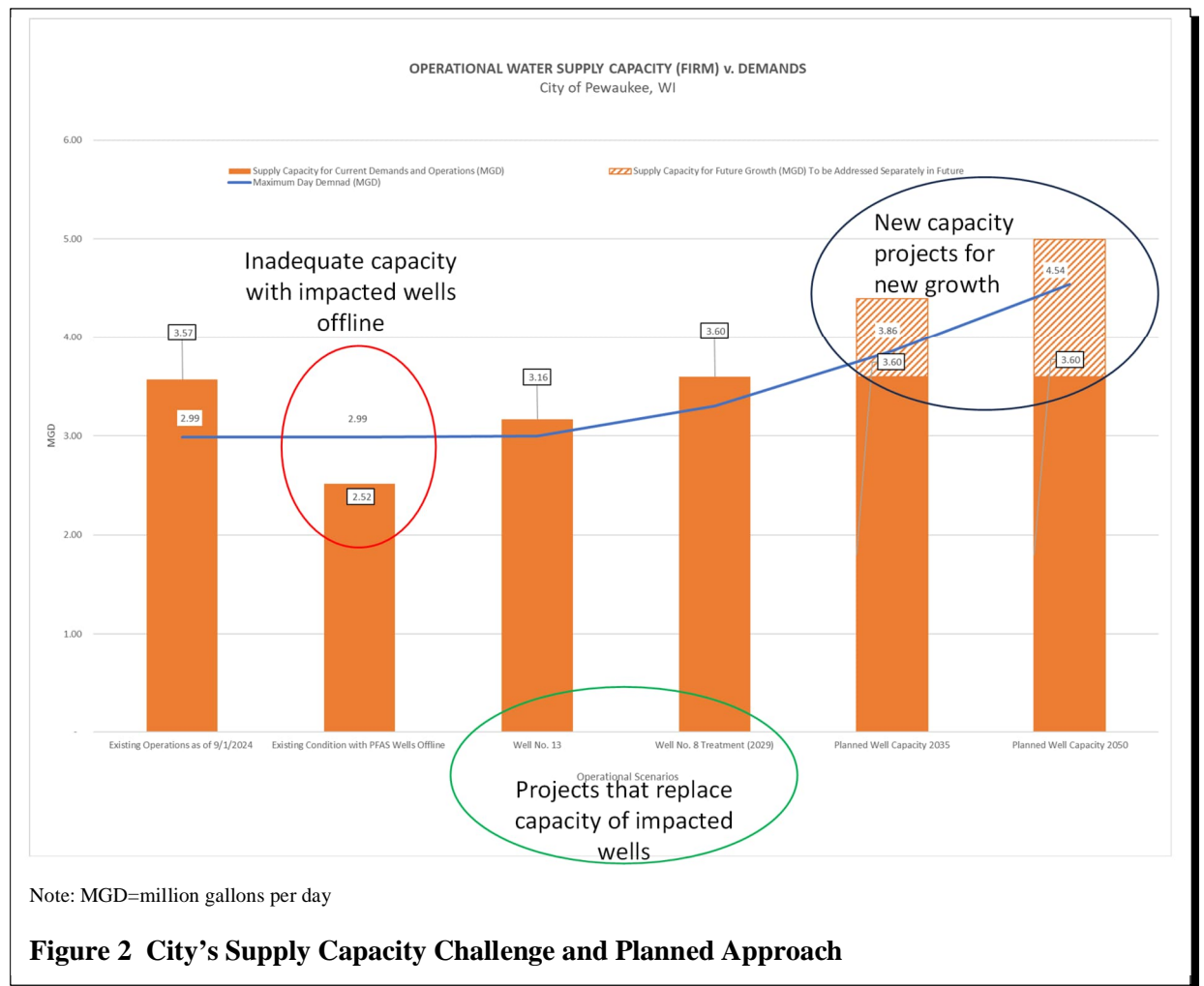
**Table 1 Lisbon Projected Demands**

Ms. Maggie Wagner, City Engineer, Director of Public Works  
 City of Pewaukee  
 Page 3  
 May 8, 2025

**Supply Capacity**

The City currently has source supply issues that impact its available supply capacity. Two wells have per- and polyfluoroalkyl substances (PFAS) contamination that is greater than the water quality standard and must be treated, abandoned, or replaced by 2029. Another well has partially collapsed and is under the Wisconsin Department of Natural Resources (WDNR) consent order to be abandoned due to radionuclide levels that have exceeded the standards.

Figure 2 demonstrates how various operational scenarios impact the City’s ability to meet its own demands. The City is currently operating all wells in question while improvement projects are planned and while awaiting further direction from the WDNR. The second bar from the left indicates that the City currently does not have enough capacity to meet its own maximum day demands (MDD) without the impacted wells in services. The third and fourth bars from the left indicate that the projects that will address the impacted wells will provide adequate capacity when they are online in approximately 2028. The two bars on the right indicate that, by 2035 and 2050, new supply sources will need to be added to meet the water demands of new growth.



Ms. Maggie Wagner, City Engineer, Director of Public Works  
 City of Pewaukee  
 Page 4  
 May 8, 2025

Table 2 demonstrates the City’s ability to meet Lisbon’s demand request in each operational scenario. The City will not have adequate capacity to meet the Lisbon demands until the projects are completed that will replace the capacity of the impacted wells in approximately 2028.

The City does not have enough capacity to meet its own projected demands for 2035 and 2050 and, therefore, will need to add new supply sources if the growth projections are realized. Any planned supply sources to meet growth in 2035 and beyond would have to be planned to continue to provide adequate capacity for any existing customers at the time (including Lisbon), if the City wishes to add the requested service area.

<b>Demand and Supply Scenario</b>	<b>Firm Well Capacity (MGD)</b>	<b>MDD (MGD)</b>	<b>Reserve Capacity (MGD)</b>
The City in 2025 without impacted wells	2.52	(2.99)	(0.48)
The City in 2025 with impacted wells	3.08	(2.99)	0.09
The City in 2025 and Lisbon demands, with impacted wells	3.08	(3.06)	0.02
The City in 2028 with source water replacement, and Lisbon current demands	3.60	(3.07)	0.53
The City in 2035 with additional supply and Lisbon future demands	4.40	(4.12)	0.28
The City in 2050 with additional supply and Lisbon future demands	5.00	(4.80)	0.20

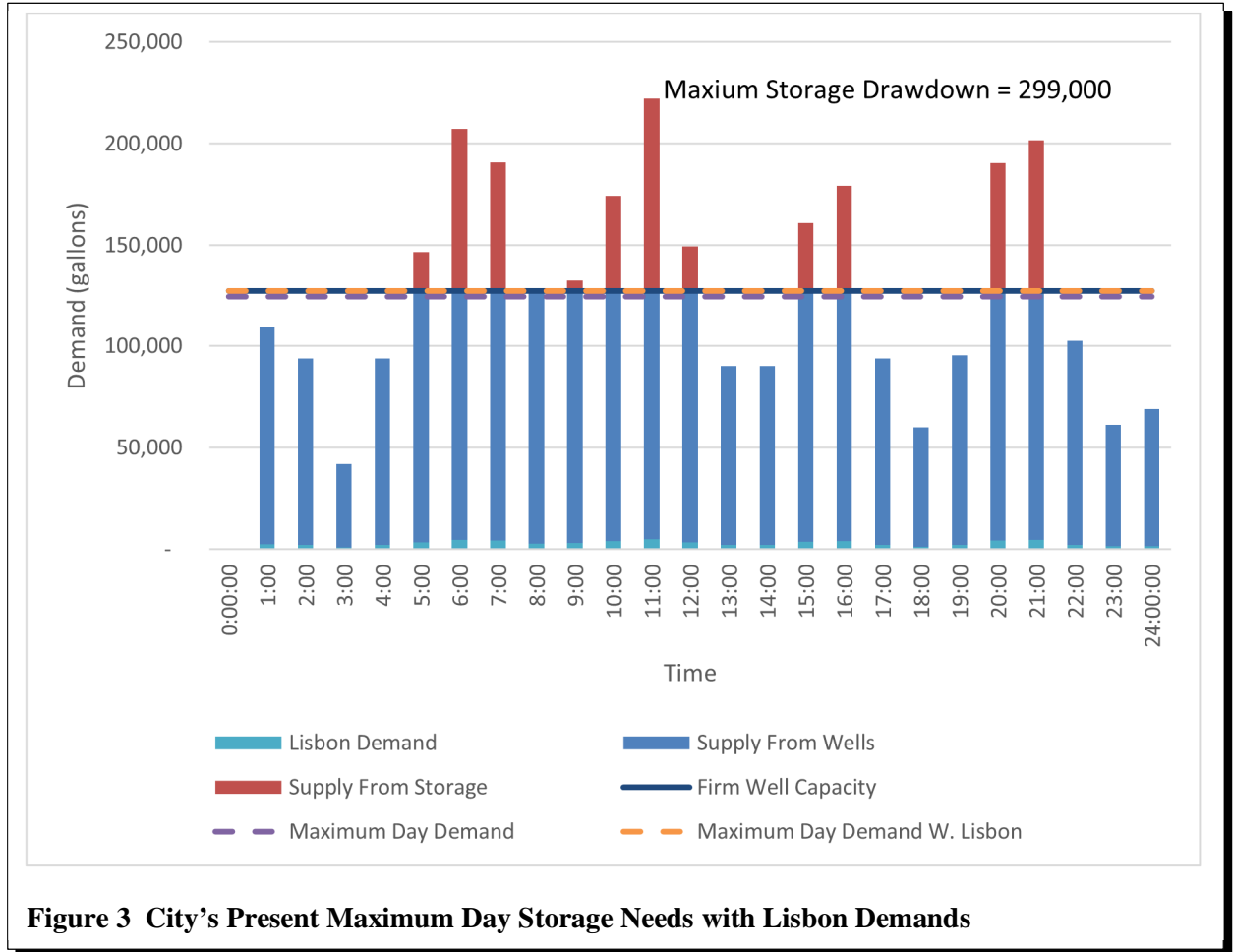
Note: Values within parentheses represent negative values.

**Table 2 City Well Capacity with Current and Future Lisbon Demands**

Ms. Maggie Wagner, City Engineer, Director of Public Works  
 City of Pewaukee  
 Page 5  
 May 8, 2025

**Storage Capacity**

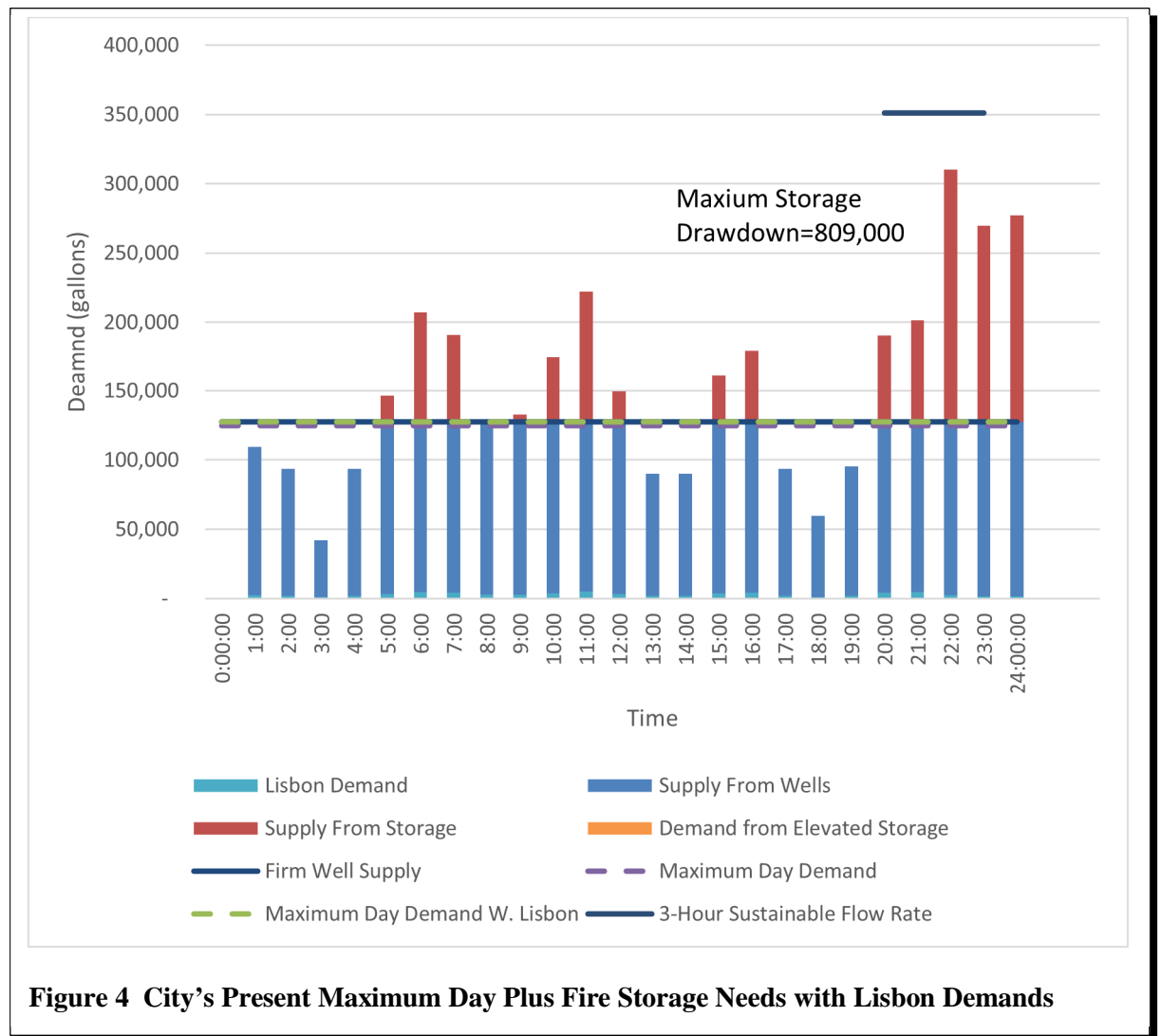
Figure 3 presents the hourly domestic demand throughout the current maximum day, including Lisbon demands, and assuming the impacted wells are offline. The storage drawdown would be approximately 299,000 gallons. However, because the City does not have adequate supply capacity to meet multiple maximum demand days in a row, the storage would decline over time. This volume of storage is within the City’s existing storage capacity.



Ms. Maggie Wagner, City Engineer, Director of Public Works  
 City of Pewaukee  
 Page 6  
 May 8, 2025

**Capacity Analysis with Fire Flow**

Figure 4 shows the volume of water required from storage if the fire event were to start at the point of maximum storage drawdown in the system. The total volume required from storage would be 809,000 gallons. This is within the existing storage capacity of the system and within the City’s 3-hour sustainable pumping rate to satisfy emergency demands (when booster pumps at well facilities are running at firm capacity). Again, if the impacted wells are offline, the remaining wells will not be able to replenish storage.



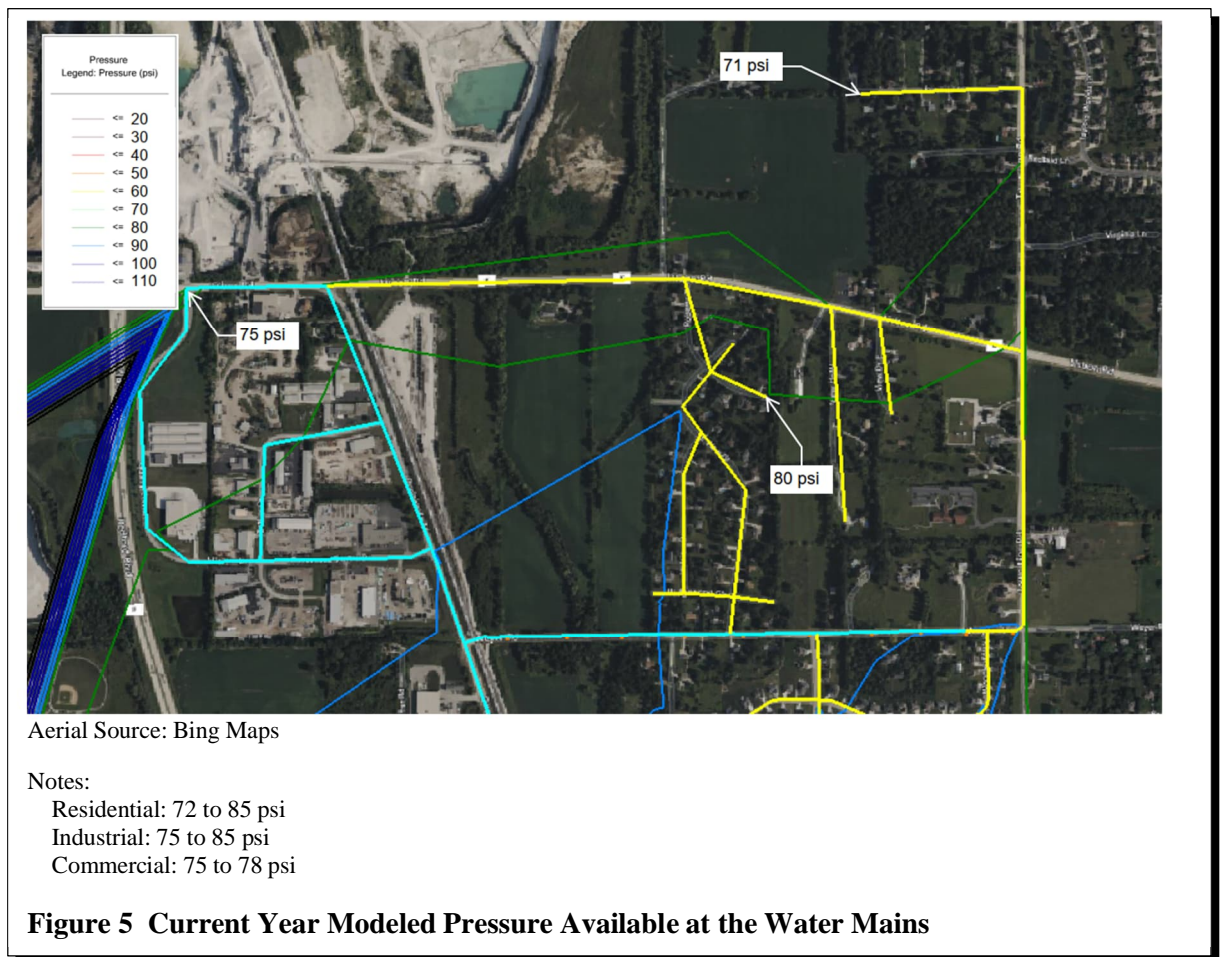
Ms. Maggie Wagner, City Engineer, Director of Public Works  
 City of Pewaukee  
 Page 7  
 May 8, 2025

**Water Main Sizes and Modeled Service Pressures**

Proposed water mains within the Lisbon service areas were assumed to be 12-inch-diameter mains in Area 5 due to industrial land use and 8-inch-diameter mains in the remaining areas. A retail customer arrangement was assumed so that the water mains would be looped back into the City’s system. A wholesale customer arrangement would require metering facilities and check valve stations.

The existing computer model was used to evaluate the distribution system’s ability to supply present and future water demands throughout the City and Lisbon with the needed flow for firefighting. Modeled pressures are considered accurate to within ±5 pounds per square inch (psi).

Figure 5 displays the pressure contours during the current year, MDDs for the Lisbon service area. Lisbon service area pressures range from approximately 72 to 85 psi.



**Modeled Fire Flow Availability**

The City has provided target fire availability parameters in the system based on the general land use categories, as shown in Table 3, which exceed the WDNR minimum 500 gpm. Modeled fire flow availability less than the target may not mean that a capital improvement is necessary. Modeled fire flows

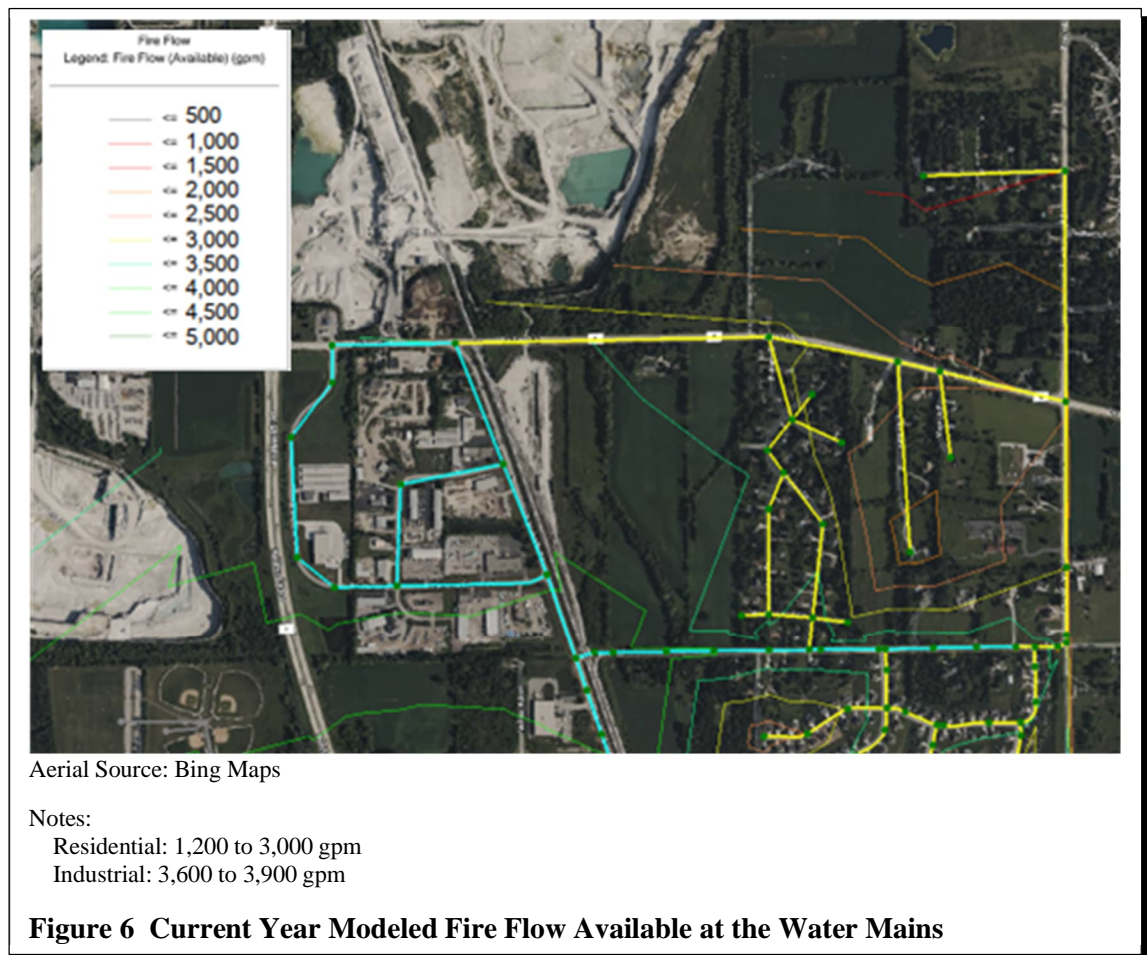
BAL:sjl\S:\MIL\4600-4699\4621\027\Designs-Studies-Reports\Water Supply\Village of Lisbon Capacity Evaluation.docx

Ms. Maggie Wagner, City Engineer, Director of Public Works  
 City of Pewaukee  
 Page 8  
 May 8, 2025

are generally considered accurate to within 10 percent and represent the flow available at the main while operating the firm supply facilities and maintaining 20 psi at all customer service locations in the City. Figure 6 displays the current year maximum day fire flow contours. The industrial area has approximately 3,600 gpm or more available, while other areas have approximately 1,200 gpm or higher available.

Land Use Type	City Target Fire Flow (gpm)
Industrial	4,000
Commercial	2,500
Governmental and Institutional	2,500
Low-Density Residential	1,500
Low- to Medium-Density Residential	1,500
Medium-Density Residential	1,500
High-Density Residential	3,500

**Table 3 Target Fire Flow Availability Parameters**



Ms. Maggie Wagner, City Engineer, Director of Public Works  
City of Pewaukee  
Page 9  
May 8, 2025

**Conclusion**

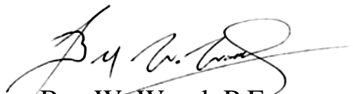
The City will have adequate capacity to serve the Lisbon requested demands by approximately 2029 after the City's planned projects are completed in approximately 2028. In the interim, the City would only be able to meet the demands while continuing to operate impacted wells.


Within the Lisbon service area, a combination of 12- and 8-inch-diameter water mains appears to provide adequate fire flow relative to WDNR standards and the City's target flows. Pressures in the service area would be approximately 72 to 85 psi. These results were produced in the distribution system model assuming that Lisbon would be a retail customer with multiple connection points to the City.

Please call 414-271-0771 with any questions.

Sincerely,

STRAND ASSOCIATES, INC.®

  
Ben W. Wood, P.E.

  
Brooke A. Larson

Enclosure



**TOWN OF LISBON**  
W234 N8676 Woodside Rd.  
Lisbon, WI 53089

November 2, 2021

Re: Formal Request for Water

Dear Madeline Wagner,

Lisbon is looking for possible ways to deliver water service to properties located in the southeast portion of Lisbon. These are areas that Sussex is not able to service. Pewaukee is adjacent to the areas we would like served.

I am requesting Pewaukee water utility to review and consider providing water to Lisbon in areas 2, 4 and 5 of the attached map.





















Thank you for taking the time to consider Lisbon's request. Please contact me by email or phone if you have any questions.

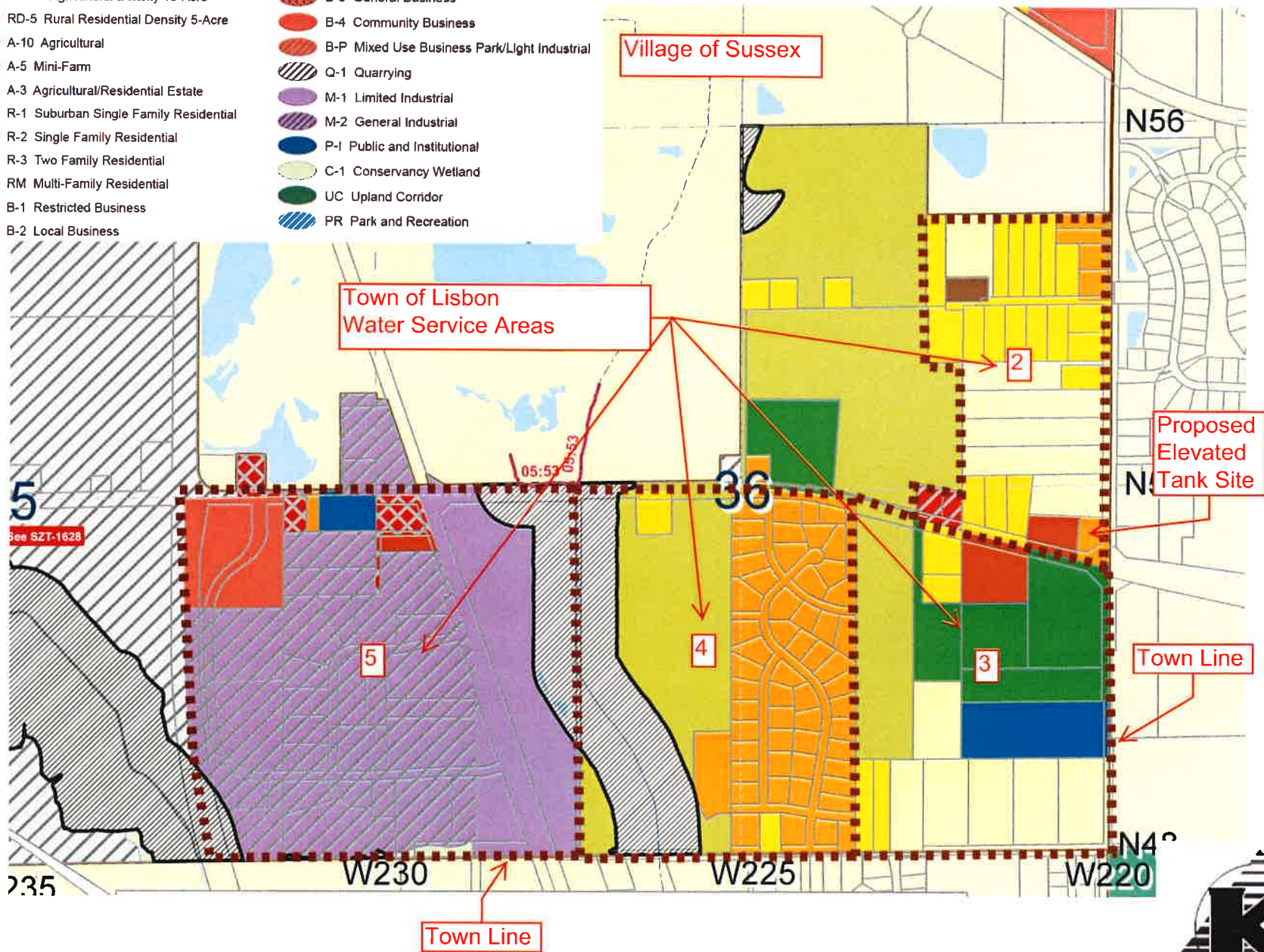
Regards,

Kathy Nickolaus  
Lisbon Administrator

Town of Lisbon - SE Water Service Areas  
Shown on 2019 Town Zoning Map  
10/29/2021

Zoning Districts

- |  |  |
|--|--|
|  AD-10 Agricultural Density 10-Acre     |  B-3 General Business                         |
|  RD-5 Rural Residential Density 5-Acre  |  B-4 Community Business                       |
|  A-10 Agricultural                      |  B-P Mixed Use Business Park/Light Industrial |
|  A-5 Mini-Farm                          |  Q-1 Quarrying                                |
|  A-3 Agricultural/Residential Estate    |  M-1 Limited Industrial                       |
|  R-1 Suburban Single Family Residential |  M-2 General Industrial                       |
|  R-2 Single Family Residential          |  P-1 Public and Institutional                 |
|  R-3 Two Family Residential             |  C-1 Conservancy Wetland                      |
|  RM Multi-Family Residential            |  UC Upland Corridor                           |
|  B-1 Restricted Business                |  PR Park and Recreation                       |
|  B-2 Local Business                     |  |





Town of Lisbon, Waukesha Co  
 SE Water Service Area  
 Map Areas 2, 3, 4, and 5  
 10/29/2021 by Basil Orechwa PE

**Estimated Water Service Demands**

	Current Development Demand avg gpd	Future Development Total Demand avg gpd	Future Peak Day Total Demand Max gpd
Area 2	8,322	10,534	21,805
Area 3	2,422	17,116	35,430
Area 4	8,848	20,540	42,518
Area 5	45,100	70,125	145,159
5% Loss	3,235	5,916	12,246
<b>Totals</b>	<b>67,927</b>	<b>124,231</b>	<b>257,158</b>

Current Demand is based on present development and build out  
 Future Demand is based on present + estimated future development  
 Max Day has peaking factor below applied  
 Water loss is added to be compensated by additional pumping req'd

**Basis for Water Demand Estimates**

- 158 gal/day/connection Residential Water Demand
- Used for Town of Lisbon Planning from PSC Summary Reports for vicinity

---

- 1100 gal/day/acre Commercial and Mixed Use Development
- Used by SEWRPC for vicinity demand estimates

---

- 1100 gal/day/acre Light Industrial (non-wet Process)
- 50% Parcel utilization factor is applied for storage & yard areas
- Metcalf & Eddy references 800-1500 gal/day/acre

---

- 5% of total demand Acceptable Pumped Water Loss
- 2.07 Max Day / Avg Day typical for vicinity waterworks

---

- above estimating values used for 2021 Town of Lisbon Planning  
 for Rt 164 Corridor Sewer & Watermain Service Area Extensions

## Map Area 2

63 Acres Total	3.4 Acres Non-Residential
29 Current Residential Services	
4582 gpd average current residential demand	
3740 gpd average current non-residential demand	
8322 gpd total average current water demand	
1.4 Acres Typ Future Lot Size (Current smaller low density lots)	
43 Potential total future services by division of parcels	
6794 gal/day average potential residential water demand	
3740 gal/day average non-residential water demand	
10534 gal/day Estimated Average Daily Future Water Demand	

## Map Area 3

90 Acres Total	9.6 Acres Church Parcel
14 Current Residential Services	
2212 gpd average current residential demand	
210 gal/day average non-residential water demand (Church)	
2422 gpd total average current water demand	
0.75 Acres Typ Lot Size (using adjoining subdivision to west)	
107 Potential total future services by division of parcels	
16906 gal/day average potential residential water demand	
210 gal/day average non-residential water demand (Church)	
17116 gal/day Estimated Average Daily Future Water Demand	

## Map Area 4

118 Acres Total	9.1 Acres Waterway Conservancy
56 Current Residential Services	
8848 gpd average current residential demand	
0.75 Acres Typ Lot Size (using currently subdivided lands)	
55.4 Acres currently undeveloped and zoned Ag, less conservancy	
74 Potential total future services by division of parcels	
11692 gal/day Potential Average Daily Future Water Demand	
20540 gal/day Estimated Average Daily Future Water Demand	

## Map Area 5

158.9 Acres Total	Zoning is industrial w/ commercial parcel
50% Utilization of Industrial Parcels	
82.0 acres Currently Developed	
20.7 acres Stormwater Mgmt & Street R/W	
10.7 acres RR Right of Way	
45.5 acres Undeveloped	
45100 gpd current average water demand	
25025 gpd average remaining buildout water demand	
70125 gpd average full buildout water demand	



Town of Lisbon  
SE Water Service  
Area 2



Town of Lisbon  
SE Water Service  
Area 3





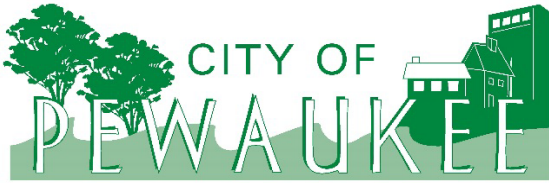
Town of Lisbon  
SE Water Service  
Area 4





Town of Lisbon  
SE Water Service  
Area 5





**Department of Public Works  
Engineering Division**

W240N3065 Pewaukee Road • Pewaukee, WI 53072  
Phone: (262) 691-0804 • Fax: (262) 691-5729  
Email: publicworks@pewaukee.wi.us

Village of Lisbon  
Attn Administrator Daniel Green  
W234N8676 Woodside Road  
Lisbon, WI 53089-1545

Subject: Village of Lisbon Target Service Area Request for Service

Dear Administrator Green,

The City of Pewaukee (City) has received your request for Retail Water Service to the Village of Lisbon (Village) Target Service Area. We have reviewed your request and have the following comments.

1. Upon successfully entering into an Intergovernmental Agreement, the City is willing to serve the Target Service Area south and existing homes along Lisbon Road and the four properties along Weyer Road as requested in your letter. We will not serve properties north of Lisbon Road along Town Line Road.
2. In providing service, we will require a loop water main to Duplainville Road either through a future development or along Duplainville Road.
3. The 6 inch dead end water mains that serve properties along the private drives will need to be looped in some manner to ensure water quality for those parcels.
4. The Village of Lisbon will be responsible to inventory and certify no lead plumbing materials in all existing homes in accordance with Department of Natural Resources (DNR) Lead and Copper regulations. Documentation must be provided to the City prior to connection of the property. No connection to the water system will be allowed if any lead plumbing materials are discovered until they have been replaced.
5. Connection of the properties and the abandonment of existing wells must be completed within 1 year of the availability of the system. Proof of well abandonment must be registered with the DNR and the City. The Village will be required to monitor well abandonment procedures.
6. The Village must obtain all required easements for the water main installation, both construction easements as well as permanent, and maintenance easements. Recorded easement documents must be provided to the City. Easements must be a minimum of 30 feet unless otherwise agreed to by the City.
7. The water main design must follow all DNR and City Technical Standards.
8. The City will design and install the water main under the City's Development Agreement process. The Village will be required to pay for all design and construction costs. When installed in the Village's right of way, the Village will issue permits and easements to the City for the installation and maintenance.
9. The City must be present at all meeting with the DNR and Public Service Commission discussing this matter.
10. Rates are currently: \$30-54 per quarter for meter (dependent on the meter size); \$4.75 per 1,000 gallons; Fire Protection \$0.04785 per \$1,000 of assessed value; Reserve Capacity Assessment \$6,302 per residential equivalent unit due in full at connection to the system. The City will be completing a rate case review in 2026 and these rates may change. A plumbing permit is required for connection and plumbing alterations internal to the homes. These fees are not included in these costs.

11. A thorough cross connection inspection will be required at the time of connection to the system. All cross connections discovered shall be brought up to code before connection to the water system is allowed.
12. We have not drafted a contract but attached are some samples from other municipalities that have completed these type of agreements. Upon acknowledgement of the above conditions and the Village agreeing to reimburse the City for all costs incurred, we will draft an agreement for review.

Sincerely,

Magdelene Wagner, P.E.  
Director of Public Works

Enclosure

CC: Scott Klein, Mayor  
Jane Mueller, Utility Manager  
Rob Kincaid, Assistant Utility Manager

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN  
CITY OF APPLETON AND VILLAGE OF HARRISON CONCERNING SERVICES**

The Parties to this Intergovernmental Cooperation Agreement (hereinafter the "Agreement") are the City of Appleton (hereinafter the "City") and the Village of Harrison (hereinafter the "Village").

**RECITALS**

**WHEREAS**, tax parcel 43290, consisting of approximately 21.41 acres and tax parcel 43292, consisting of approximately 37.72 acres (collectively the "Renn Property") are currently located within the Village and are presently undeveloped; and,

**WHEREAS**, there is currently no sewer or water service to the Renn Property; and,

**WHEREAS**, although the Renn Property is currently located within the Village, the Wisconsin Department of Natural Resources (hereinafter "DNR") through its affiliate, the East Central Wisconsin Regional Planning Commission (hereinafter "ECWRPC"), have assigned the Renn Property to the City's Sewer Service Area (hereinafter "SSA"); and,

**WHEREAS**, prior to this Agreement, the City installed sewer and water infrastructure in the streets adjacent to the Renn Property; and,

**WHEREAS**, in order for the Village's wholly-owned utility to provide sewer and water service to the Renn Property, the DNR would have to reassign the Renn Property to the Village's SSA; and,

**WHEREAS**, the Executive Director of ECWRPA has indicated his unwillingness to support reassignment of SSA to the Renn Property without an agreement of the parties; and,

**WHEREAS**, accordingly, the Village must either enter into an agreement with the City or apply to the DNR for a contested case hearing on the issue of reassignment of SSA to the Renn Property; and,

**WHEREAS**, the parties hereto opt to settle this dispute amicably in a way that is beneficial to all parties without the probable need to engage in a contested case hearing before the DNR.

**WHEREAS**, the Village is able to provide sewer and water to the Renn Property through its wholly-owned subsidiary doing business as Harrison Utilities and the City of Appleton is able to provide sewer and water to the Renn Property through its wholly-owned subsidiary doing business as the City of Appleton Utilities.

**NOW THEREFORE**, the parties agree as follows:

1. The statutory authority for this Agreement is under Wis. Stat. §66.0301(1) – (5).
2. The City agrees to provide sewer and water service to the Renn Property on terms identical to its provision of sewer and water service to other areas of the City, subject to the exceptions contained herein.
3. If the Renn Property is subdivided or developed, the City agrees to provide sewer and water service to the Renn Property on each existing or created parcel on the same terms as above.
4. In exchange for the foregoing, the Village agrees to refrain from petitioning ECWRPC or the DNR for the reassignment of SSA from the City to the Village forever.
5. Within 60 days of this Agreement, the City shall begin the process to detach the following stretches of roadway from its incorporated City boundaries, from the centerline of said road to the Village limits, said stretches shall thereafter be attached to the Village. As “owner” of the lands under said areas to be detached, the City shall undertake the tasks required for detachment identified in Wis. Stat. §66.0227 (1); and thereafter as soon as reasonably possible and practical adopt an ordinance for detachment pursuant to Wis. Stat. §66.0227 (2); thereafter, within 60 days, the Village shall adopt an ordinance for attachment of said lands pursuant to Wis. Stat. §66.0227 (2).
  - a. Plank Rd. – from Lake Park Rd. to the property line east of Tahoe Lane.
  - b. Lake Park Rd. – from Midway Rd. to Plank Rd.
6. The Village shall pay the City, in six yearly installments, half the cost of the storm sewer, paving, grade and gravel, and temporary asphalt paving for the following roads once the portions of those roads up to the centerline (adjacent to the Renn property) have been detached from the City and attached to the Village:
  - a. Plank Rd. – from Lake Park Rd. to the property line east of Tahoe Lane. (\$217,523.00) (Storm Sewer \$49,401; Paving \$140,054; Grade & Gravel \$28,068).
  - b. Lake Park Rd. – from Midway Rd. to Plank Rd. (\$467,068.50) (Storm Sewer \$66,055; Paving \$349,042; Grade & Gravel \$36,677.50; Temporary Asphalt \$15,294).
7. Payment of the \$684,591.50 referenced above shall be made in 6 installments; the first installment of \$114,098.50 shall be due on or about the 31<sup>st</sup> date after the second detachment ordinance is adopted (provided no petition for referendum is filed within 30 days pursuant to Wis. Stat. §66.0227 (3)). The subsequent five installments shall be due on January 31 of 2021, 2022, 2023, 2024, and 2025.

8. The Village agrees to pay half the cost of the sewer and water infrastructure used by any future development on the Renn Property north of Midway Rd. based upon the connection points into the City's systems. Any such payments shall be due prior to connection to City infrastructure. If the development connects to the sewer or water system on Lake Park Road, then the Village would be required to pay \$79,266 (half the cost of the sewer and water infrastructure on Lake Park Road). If the development connects to the sewer and water system on Plank Road, then the Village would be required to pay \$57,619 (half the cost of the sewer and water infrastructure on Plank Road). If the development connects to the sewer and water infrastructure on Midway Road, then the Village would be required to pay \$58,165 (half the cost of the sewer and water on Midway Road). Neither the subject developer(s) nor any end lot users will have to pay any additional connection fees for any sub connections to the City's infrastructure, provided there are no additional direct connections to City infrastructure.

9. The City agrees not to charge any fees, connection or otherwise, for infrastructure that the Village has reimbursed the City for.

10. The Village agrees that all stormwater management associated with any future development of the Renn property shall be treated on-site before being discharged into the City's system. The stormwater management plan shall be reviewed by the City of Appleton staff for compliance with City ordinances before it is approved by the Village. If the City determines that the plan does not comply with their ordinances regarding stormwater management, then the City must give written correspondence to the Village stating what standards are not met and possible remedies to become compliant. If the City denies access to its storm sewer system from the Renn property for any reason, the Village is not responsible for any payment for storm sewers and any payment already received by the City for storm sewer infrastructure shall be refunded to the Village.

11. The Village agrees to prohibit any industrial or light industrial uses (including personal storage units) on the Renn Property provided that the property has access to public sewer and public water.

12. The City and Village shall mutually agree on the development concept prior to approval of any connections to City infrastructure; however the City may not unreasonably hinder, delay, or deny any such proposal if it is in compliance with this Agreement.

13. The City agrees not to discriminate against the current or future owners of all or any portion of the Renn Property in the terms or conditions of its provision of sewer and water service to the Renn Property and the rates charged by the City shall be consistent to the rates charged to other sewer customers of the City and the rates charged by the City for water shall be in accordance with rates approved by the Wisconsin Public Service Commission.

14. The Village shall assist the City in administering and enforcing the City's sewer use ordinance and water use ordinance, if any, by adopting said ordinances into its own code, as updated from time to time, to be applicable to the Renn Property, and by enforcing actions for violations thereof as necessary and as requested by the City from time to time.


15. The Village shall assist the City in its efforts to collect unpaid sewer and/or water bills from current or future owners of the Renn Property by certifying unpaid sewer and/or water bills to the Calumet County Clerk for placement on said property owners' tax bills as special charges, or as otherwise agreed by the parties to further the purposes of this Agreement.

Dated: 6/15/2020


Dated: 6-8-2020


CITY OF APPLETON

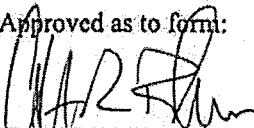
VILLAGE OF HARRISON

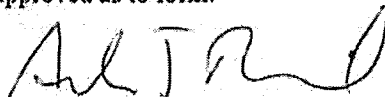
By:   
Jacob A. Woodford, Mayor

By:   
Kevin M. Hietpas, Village President

By:   
Kami Lynch, City Clerk

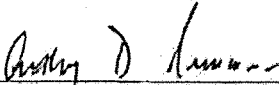
By:   
Jennifer Weyenberg, Village Clerk


Approved as to form:  
  
Christopher R. Behrens, City Attorney

Approved as to form:  
  
Andrew J. Rossmeissl, Village Attorney

Provision has been made to pay the liability that will accrue under this contract.

Provision has been made to pay the liability that will accrue under this contract.

  
Anthony D. Saucerman, Finance Director

  
Jennifer Weyenberg, Clerk-Treasurer

# Attachment #3

## AGREEMENT BETWEEN THE CITY OF WAUWATOSA AND THE VILLAGE OF ELM GROVE TO ALLOW A WATER EXTENSION FOR A WATER SYSTEM

This agreement ("Agreement") is made by and between the City of Wauwatosa ("Wauwatosa") and the Village of Elm Grove ("Elm Grove").

Whereas, Wauwatosa owns and operates a municipal water utility; and

Whereas, Wis. Stats. Sec. 66.0301 allows Wauwatosa and Elm Grove to contract for the furnishing and the receipt of services respectively; and

Whereas, Wis. Stats. Sec. 66.0813 allows a municipality that owns a municipal water utility to provide service outside its municipal boundaries; and

Whereas, Elm Grove desires to allow Wauwatosa to provide retail water service in Elm Grove for the purpose of serving the Caroline Heights LLC and related single family development (Collectively SSND Projects); and

Whereas, Wauwatosa is willing to supply SSND Projects with retail water service as defined by the terms of this Agreement; and

Now therefore, in consideration of the mutual covenants expressed herein, it is agreed as follows:

### I. Recital:

- A. All recitals contained above are hereby incorporated and made a part of this Agreement.

### II. Definitions:

- A. Adequate Water Service - Water services as stated in Sections III and IV of this Agreement of Standard Quality Water at a pressure to satisfy the requirements as identified in Wisconsin Administrative Code NR 810.10 - Distribution system normal pressure, and NR 810.11 - Distribution system fire flow pressure for the area specific to Exhibit A.
- B. Commission - the Public Service Commission of the State of Wisconsin
- C. Connection Mains – Those water mains to be installed within Wauwatosa in order to provide connections to Water Distribution Facilities. The Connection Main will extend from approximately 118<sup>th</sup> Street and Watertown Plank Road to the Elm Grove Village limits. A second connection main will extend from a Wauwatosa water main to the Elm Grove Village limits near 124<sup>th</sup> Street and Christine Drive. The diameter of the Connection Main is still to be determined but will be between sixteen-inches (16") and twenty-inches ("20") inclusive. As shown on Exhibit A.
- D. DNR the Department of Natural Resources of the State of Wisconsin.
- E. Elm Grove Customers – Water customers in Elm Grove who receive retail water service from Wauwatosa.
- F. Water Distribution Facilities – Those water supply facilities and associated infrastructure (including mains, valves, pumps, tanks, hydrants and other related appurtenances) to be constructed in Elm Grove to provide retail water service to Elm Grove Customers.
- G. Emergency - A situation affecting the operation of the Wauwatosa Water Utility, caused by an act

53 of God (e.g. severe drought, flood, tornado, lightning strike and severe weather) or circumstances  
54 beyond the control of the Wauwatosa Water Utility including but not limited to terrorism,  
55 vandalism or loss of power, which results in Wauwatosa being incapable of meeting the  
56 requirements of water service to Elm Grove Customers as specified in this Agreement and using  
57 generally accepted practices and procedures for water utilities. This includes circumstances leading  
58 to a loss of supply or pressure in Wauwatosa or malfunctions of Wauwatosa's infrastructure, which  
59 also prevent delivery of water to Wauwatosa's customers.  
60

61  
62 H. Parties – Wauwatosa and Elm Grove collectively.

63  
64 I. Party – Either Wauwatosa or Elm Grove individually.

65  
66 J. Standard Quality Water - Water that meets the current quality standards of federal and state  
67 agencies having authority to establish water quality standards that uniformly apply to Wauwatosa  
68 and its customers and as those standards may be amended from time to time.  
69

70 **III. Elm Grove Agrees That:**

71  
72 A. This Agreement and the provision of water to Elm Grove Customers by Wauwatosa shall be subject  
73 to applicable rules and regulations of the Wauwatosa Water Utility, as amended from time to time,  
74 that are uniformly imposed by Wauwatosa throughout its service area including prohibitions  
75 against cross connections, but specifically excluding rules and regulations which relate solely to  
76 private well operation, time of connection to the municipal water system, and other items that may  
77 interfere with the continued operation of private wells in Elm Grove and that are not contradictory  
78 to DNR accepted standards and regulations. Elm Grove agrees that it will continue to maintain a  
79 well permitting ordinance at least as restrictive as Elm Grove Ordinance 283-5 in effect on the  
80 effective date. When appropriate or required by law, rules and current regulations applicable to  
81 private well operation, connection requirements, and other items that may impact the continued  
82 operation of private wells in Elm Grove shall be subject to approval by any state or federal  
83 governmental agency having jurisdiction.  
84

85 B. The rates or charges for water service to Elm Grove Customers shall be the same as those  
86 established by the Commission for retail water service to customers within the City of Wauwatosa,  
87 unless mutually agreed to by the Parties.  
88

89 C. Elm Grove agrees to advance Wauwatosa any unpaid water service charges imposed by Wauwatosa  
90 on Elm Grove Customers that are not paid within the required time limit, in accordance with the  
91 billing practices of Wauwatosa and the Commission tariffs approved by the Commission. Elm  
92 Grove shall pay Wauwatosa the unpaid charges incurred by Elm Grove Customers within 30 days  
93 of notification from Wauwatosa of the unpaid amounts due. In exchange, such unpaid charges shall  
94 be assigned to Elm Grove for collection purposes. Wauwatosa, upon the request of Elm Grove, will  
95 shut off water service to such delinquent customers per PSC regulations.  
96

97 D. Elm Grove shall limit water service as follows:

98  
99 1. No water sold to Elm Grove Customers under this Agreement may be re-sold on a wholesale  
100 or retail basis to any other municipality or to any properties in another municipality with the  
101 exception of temporary water provided in the event of a crisis.

102  
103 2. Water service shall be initially limited to the request for the SSND Projects and any required  
104 mains as determined by Wauwatosa, up to and including oversizing required to service

105 possible future expansion into Elm Grove. Elm Grove properties located adjacent to the water  
106 mains installed in this initial phase may be serviced by Wauwatosa upon Wauwatosa's  
107 consent.  
108

- 109 3. In the event that water service is sought to be either extended or enlarged in any manner, there  
110 shall be a future separate agreement for the providing of retail water to other areas within the  
111 corporate boundaries of Elm Grove.  
112

113 E. Construction of Facilities  
114

- 115 1. Wauwatosa shall design and construct or cause to construct such facilities as are deemed  
116 necessary to provide water to the SSND Projects properties, the water mains of which that  
117 will be in Elm Grove are shown on Exhibit A hereto. Elm Grove retains the right to  
118 approve the design, location and placement of the Water Distribution Facilities.  
119
- 120 2. Upon completion of construction Wauwatosa shall supply as-built drawings to Elm Grove  
121 in an electronic format in accordance with Elm Grove standards. No water service  
122 plumbing permits shall be issued by the Elm Grove inspection services until the as-built  
123 drawings have been approved by Wauwatosa. No plumbing permits shall be issued to any  
124 customer until Elm Grove has been notified by Wauwatosa that the facilities are available  
125 for connection.  
126

- 127 F. By this Agreement, Elm Grove shall allow Wauwatosa full access to Elm Grove rights-of-way for  
128 the purposes of maintaining and operating said Water Distribution Facilities.  
129

- 130 G. Water customers in Elm Grove shall apply to Elm Grove for water service plumbing permits for  
131 water lateral installation. Water laterals on private property shall remain privately owned and, as  
132 such, all installation and replacement costs shall be the sole responsibility of the property owner.  
133 Water lateral material type shall be HDPE unless an alternate material type is approved, in writing  
134 by Wauwatosa. After Elm Grove notifies Wauwatosa that the private plumbing installation has  
135 passed Elm Grove's inspection, Wauwatosa shall install the water meter. All water meter  
136 installation shall be conducted by Wauwatosa.  
137

- 138 H. Elm Grove shall not construct any additional Water Distribution Facilities without a separate  
139 agreement with Wauwatosa. Prior to any future agreement, Wauwatosa shall determine whether  
140 increased demands caused by such Water Distribution Facilities would require additional capital  
141 expenditures by either Party and whether cost sharing for improvements to Wauwatosa water  
142 system are necessary. Elm Grove shall not construct or place any Water Distribution Facilities into  
143 service until such time as Wauwatosa confirms it is able to provide service. All drawings and  
144 specifications for Water Distribution Facilities, including but not limited to future booster stations,  
145 storage facilities and all other major distribution improvements and water main extensions in Elm  
146 Grove, must conform to the Wisconsin Department of Natural Resources standards. Such drawings  
147 and specifications for Water Distribution Facilities shall be submitted to both Parties for approval  
148 prior to the time construction contracts are awarded or materials are purchased.  
149

- 150 I. Wauwatosa may place restrictions upon the use of water by Elm Grove Customers as a result of an  
151 occurrence that is an Emergency or is related to a failure of Wauwatosa's facilities. Wauwatosa  
152 shall give customers and Elm Grove as much prior notice as is reasonably possible of any such  
153 restrictions and shall apply any restrictions upon Elm Grove Customers equally with customers  
154 located in Wauwatosa.  
155

- J. Elm Grove agrees to defend and hold harmless Wauwatosa from those claims or causes of action arising from Elm Grove's negligence, intentional actions, or breach of the covenants contained in this Agreement or liabilities which may be incurred by Wauwatosa arising from the making of this Agreement except those arising from or related to the acts, omissions or negligence of Wauwatosa's agents, employees, contractors or officials and officers. The indemnity provisions and the limitations therein of the Agreement shall survive the termination of this Agreement and shall continue in full force and effect.
- K. Elm Grove shall grant permits to Wauwatosa at no fee as needed for construction, operation, and maintenance of the Water Distribution Facilities and agrees it will not tax Wauwatosa for any facilities owned by Wauwatosa within Elm Grove.
- L. To assure jurisdictional enforcement authority, Elm Grove shall adopt the provisions of Wauwatosa's water utility ordinance and associated rules and policies related thereto specific to water customers as amended from time to time which will be the same as apply to water customers in Wauwatosa unless it contradicts any provision of this Agreement.

**IV. Wauwatosa Agrees as Follows:**

- A. Wauwatosa agrees to provide Adequate Water Service, including fire hydrants, to Elm Grove Customers, as defined by the terms of this Agreement.
- B. SSND Projects water service shall be designed to supply water at a quantity to meet proposed peak hourly demand, or projected maximum day demand plus needed fire flow, whichever is greater. Peak hourly demand, maximum day demand and minimum fire flow shall be defined for the SSND Projects based on calculations by Wauwatosa followed by approval by Elm Grove.
- C. Wauwatosa agrees to pay all oversizing and related costs, including, but not limited to, costs for the construction of any improvement, equipment, fixture or operational system that is determined to be necessary for providing water service to water customers in Wauwatosa and any other expenses as may be mutually agreed by the Parties.
- D. Wauwatosa warrants and represents that all water delivered under this Agreement shall meet all applicable state and federal drinking water regulations and quality standards.
- E. Wauwatosa agrees to defend and hold harmless Elm Grove from those claims or causes of action arising from Wauwatosa's negligence, intentional actions, or breach of the covenants contained in this Agreement or liabilities which may be incurred by Elm Grove arising from the making of this Agreement except those arising from or related to the acts, omissions or negligence of Elm Grove's agents, employees, contractors or officials and officers. The indemnity provisions and the limitations therein of the Agreement shall survive the termination of this Agreement and shall continue in full force and effect.
- F. Wauwatosa will provide to Elm Grove, within 10 business days of filing, a copy of any application to the Commission to adjust its water rates.
- G. Wauwatosa shall provide the same level of retail water services to Elm Grove Customers that it provides to customers within Wauwatosa which services include the operation, repair and maintenance of the Water Distribution Facilities, customer billing, and any needed flushing or sampling.

- 208 H. After the Water Distribution Facilities are constructed and transferred to Wauwatosa, Wauwatosa  
209 shall be responsible for the inspections up to and including the water shut off valve for each  
210 property served. Wauwatosa shall not be responsible for the inspection of plumbing facilities on  
211 private property, with the exception of the water meter.  
212
- 213 I. Interconnection by Wauwatosa through Elm Grove to other municipalities may be allowed only  
214 with Elm Grove's consent.  
215

216 **V. Conditions Precedent:**  
217

- 218 A. The Parties recognize that it is necessary for Elm Grove and Wauwatosa to accomplish certain  
219 procedural steps before this Agreement can be effective.  
220
- 221 B. Wauwatosa will seek to satisfy the following conditions as soon as feasible.  
222
- 223 1. Enter into an agreement with the Developers of the SSND properties that will be contingent  
224 upon approval of this agreement.  
225
  - 226 2. Obtain the necessary approvals from the Commission for extending retail water service to Elm  
227 Grove, for constructing all facilities necessary to provide service to Elm Grove Customers, and  
228 to complete any needed Wauwatosa system improvements identified ; and  
229
  - 230 3. Obtain the necessary approvals from the Wisconsin Department of Natural Resources, the City  
231 of Milwaukee, and Milwaukee Water Works for the extension of retail water service into Elm  
232 Grove.  
233
  - 234 4. Completed hydraulic analysis demonstrating the ability to service all properties eligible for  
235 water service under this agreement.  
236

237  
238 **VI. Wauwatosa and Elm Grove Hereby Mutually Agree:**  
239

- 240 A. This Agreement is subject to the approval of the Common Council of Wauwatosa and Village  
241 Board of Elm Grove, and after execution by the Parties, Wauwatosa shall file a copy of the  
242 Agreement with the Commission. Approval of the governing bodies of both communities shall be  
243 evidenced by adoption of appropriate resolutions approving this Agreement.  
244
- 245 B. This Agreement shall be effective on the date (herein "Effective Date") upon which the  
246 Commission sanctions this Agreement as acceptable in such manner as the Commission shall deem  
247 appropriate and the conditions precedent in Section V have been satisfied.  
248
- 249 C. This Agreement shall be governed by, construed, and enforced under and in accordance with the  
250 laws of the State of Wisconsin.  
251
- 252 D. This Agreement shall remain in full force and effect for an initial term of fifty (50) years from the  
253 Effective Date, and shall automatically renew for subsequent ten-year periods. Any Party wishing  
254 to not renew this Agreement at the conclusion of the initial term, or any subsequent ten-year term,  
255 must submit to the other Party and the Commission a written notice of non-renewal at least 12  
256 months prior to the date the Agreement would otherwise automatically renew.  
257
- 258 E. Termination of this Agreement requires the mutual consent of both Parties. A Party shall give or  
259 withhold its consent in writing within 90 days of being formally requested to give its consent. The

260 other terms herein notwithstanding, Elm Grove may terminate this Agreement at any time with a  
261 one-year notice, without consequence upon being able to receive Lake Michigan water directly  
262 from the City of Milwaukee.  
263

- 264 F. The Parties agree to act in good faith and use due diligence in meeting their respective obligations  
265 under this Agreement.  
266
- 267 G. Upon termination or non-renewal of this Agreement, Wauwatosa shall transfer to Elm Grove  
268 ownership of all Water Distribution Facilities which it owns at that time, along with all documents  
269 related to those Water Distribution Facilities and the operation of those Water Distribution  
270 Facilities in Elm Grove; with reasonable compensation to Wauwatosa for the costs of such Water  
271 Distribution Facilities that were paid for by Wauwatosa which costs have not been recovered  
272 through water rates or other charges assessed to Elm Grove Customers or Elm Grove property  
273 owners.  
274
- 275 H. This Agreement may be executed in counterparts, which together shall constitute a single contract.  
276
- 277 I. If the Parties are unable to resolve a dispute within 90 days over the terms and conditions of this  
278 Agreement, either Party may seek relief from a court of competent jurisdiction in Milwaukee or  
279 Waukesha County, Wisconsin as determined by the aggrieved Party.  
280
- 281 J. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of  
282 the Parties hereto, but neither this Agreement or any of the rights, interest, or obligations hereunder  
283 shall be assigned by either of the Parties hereto without the prior written consent of the other Party.  
284
- 285 L. Except as provided herein, this Agreement (including any Schedules and Exhibits) constitutes the  
286 complete agreement between the Parties related to retail water service and supersedes all prior  
287 agreements relating to the subject matter hereof.  
288
- 289 M. Section headings are for convenience only and shall not affect the meaning or construction of any  
290 provision hereof.  
291
- 292 N. Failure or delay by a Party to exercise a right, privilege or power hereunder shall not operate as a  
293 waiver thereof nor prevent the exercise of such right, privilege or power thereafter. Any waiver of  
294 any provision hereof must be in writing signed by the Party making such waiver.  
295
- 296 O. In the event any provision or portion of this Agreement is determined to be invalid or unenforceable  
297 for any reason, in whole or in part, the remaining provisions of this Agreement shall nevertheless  
298 be binding upon the Parties with the same effect as though the invalid or unenforceable part had  
299 been severed and deleted. The respective rights and obligations of the Parties shall survive the  
300 termination or non-renewal to the extent necessary to the intended preservation of such rights and  
301 obligations.  
302
- 303 P. No changes, modifications or amendments to this Agreement shall be effective or binding unless  
304 made in writing and signed on behalf of the Parties to this Agreement.  
305
- 306 S. All notices, requests, demands, and other communications under this Agreement shall be in writing  
307 and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested  
308 to the following addresses:  
309

310 City of Wauwatosa  
311 Director of Public Works

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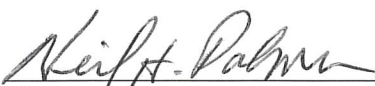
7725 West North Avenue  
Wauwatosa, WI 53213

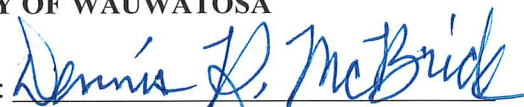
Village Manager  
Village of Elm Grove  
13600 Juneau Blvd.  
Elm Grove, WI 53123


Dated on this 29<sup>th</sup> day of March 2022.


**VILLAGE OF ELM GROVE**

**CITY OF WAUWATOSA**


By:   
Neil H. Palmer, Village President

By:   
Dennis McBride, Mayor

By:   
David De Angelis, Village Manager

By:   
James Archambo, City Administrator

ATTEST:   
Sandee Policello, Village Clerk

ATTEST:   
Steven Braatz, City Clerk

**Attachment #6**

**AGREEMENT BETWEEN CITY OF WAUWATOSA AND  
CAROLINE HEIGHTS APARTMENTS LLC TO PROVIDE FOR THE  
CONSTRUCTION OF A WATER EXTENSION FOR A WATER SYSTEM**

1           This Agreement (“Agreement”) is made by and between the City of Wauwatosa,  
2           Wisconsin, a municipal corporation (“Wauwatosa”), and Caroline Heights Apartments LLC, a  
3           Wisconsin limited liability company (“Developer”).

4           WHEREAS, Wauwatosa owns and operates a municipal water utility; and

5           WHEREAS, Developer has entered into a Real Property Purchase Agreement to purchase  
6           certain real property and the improvements thereon at 13105 Watertown Plank Road, in the Village  
7           of Elm Grove Wisconsin (the “SSND Land”) from the School Sisters of Notre Dame Central  
8           Pacific Province, Inc.; and

9           WHEREAS, Wauwatosa will enter into or has entered into that certain AGREEMENT  
10          BETWEEN THE CITY OF WAUWATOSA AND THE VILLAGE OF ELM GROVE TO  
11          ALLOW WATER EXTENSION FOR A WATER SYSTEM (the “Village Water Agreement”)   
12          with the Village of Elm Grove, Wisconsin (“Elm Grove”), pursuant to which Wauwatosa has  
13          agreed to provide retail water service in Elm Grove for the purpose of serving the multi-family  
14          apartment development to be developed by Developer on a portion of the SSND Land and the  
15          related single-family development to be developed on the remainder of the SSND Land (collective,  
16          the “SSND Projects”) as well as certain existing properties within Elm Grove electing to be served  
17          by Wauwatosa; and

18          WHEREAS, Wauwatosa is willing to allow Developer, at its cost, to construct a water  
19          extension from the existing municipal water utility located in Wauwatosa to serve the SSND  
20          Projects, all as more particularly set forth in this Agreement;

21 NOW, THEREFORE, in consideration of the mutual covenants expressed herein, it is  
22 agreed as follows:

23 **Article I: Recitals**

24 A. All Recitals contained above are hereby incorporated and made a part of this  
25 Agreement.

26 **Article II: Definitions**

27 A. Commission – the Public Service Commission of the State of Wisconsin

28 B. Business Day –any day on which federal banking institutions are open for  
29 commercial banking business in Milwaukee, Wisconsin

30 C. DNR – the Department of Natural Resources of the State of Wisconsin

31 D. Water Distribution Design – the design for the Water Distribution Facilities  
32 prepared by Wauwatosa and approved by Elm Grove and Developer and as  
33 modified from time to time provided any material modification to the Water  
34 Distribution Plans shall require the approval of Wauwatosa, Elm Grove and  
35 Developer

36 E. Water Distribution Facilities – the water distribution facilities depicted on  
37 EXHIBIT A attached hereto and depicting the facilities necessary to provide  
38 Adequate Water Service (as such term is defined in the Village Water Agreement)  
39 from Wauwatosa to the SSND Projects

40 F. Water Distribution Plans – the final engineering plans for the Water Distribution  
41 Facilities consistent with the Water Distribution Design and prepared by

42 Wauwatosa provided any material modification to the Water Distribution Plans  
43 shall require the approval of Wauwatosa and Developer

44 **Article III: Water Distribution Facilities**

45 A. Upon the written request of the Developer, Wauwatosa agrees to commence the  
46 survey and design work for the Water Distribution Design and to diligently pursue  
47 the completion of the Water Distribution Design. The survey and/or design work  
48 shall be completed by City staff or an Engineering Consultant working at the  
49 direction of the City. If an Engineering Consultant is utilized the City will hire the  
50 consultant utilizing the City's standard selection process. The parties acknowledge  
51 that Elm Grove has retained the right to approve the design, location and placement  
52 of the Water Distribution Facilities.

53 B. Wauwatosa agrees to request from Elm Grove and to assign to Developer, without  
54 any fee or cost, any permits needed from Elm Grove for the construction of the  
55 Water Distribution Facilities. In the alternative, Wauwatosa can cause Elm Grove  
56 to issue all or any such permits directly to Developer.

57 C. Developer shall construct the Water Distribution Facilities as described in  
58 paragraph IV.C., below.

59 D. Upon completion of construction and promptly upon request of Developer, but in  
60 any event within five Business Days of such request, Wauwatosa shall inspect the  
61 Water Distribution Facilities, install the applicable water meter(s) and issue all  
62 necessary permits and approvals to allow and shall commence providing the water

63 service provided Elm Grove has issued the applicable water service plumbing  
64 permits for water lateral installation. If the inspections by Wauwatosa indicate that  
65 the Water Distribution Facilities have not been constructed substantially in  
66 accordance with the Water Distribution Plans, then Wauwatosa shall provide  
67 Developer with an itemized list of any matters that need to be corrected or repaired  
68 and, upon request of Developer, shall promptly, but in any event within five  
69 Business Days of such request, re-inspect the Water Distribution Facilities to  
70 confirm that such corrections or repairs have been made promptly and this process  
71 shall repeat until such time as the Water Distribution Facilities are constructed  
72 substantially consistent with the Water Distribution Plans in Wauwatosa's  
73 reasonable good faith opinion, at which point Wauwatosa agrees to commence  
74 providing the water service as provided above within three Business Days of  
75 satisfactory completion and, as soon as reasonably possible thereafter, to accept  
76 dedication of the Water Distribution Facilities.

77 E. The Village Water Agreement grants Wauwatosa full access to Elm Grove rights  
78 of way for the purpose of maintaining and operating the Water Distribution  
79 Facilities, and Wauwatosa hereby grants Developer access to the Elm Grove rights  
80 of way for the purpose of constructing and installing the Water Distribution  
81 Facilities, together with any access required by the Developer within or along  
82 Wauwatosa rights of way for the purposes of constructing and installing any  
83 portions of the Water Distribution Facilities located in Wauwatosa.

84 F. In the event that it expresses to Elm Grove and Developer, in writing, a specific  
85 need or desire to undertake such alterations, Wauwatosa agrees to pay all oversizing

86 and related costs, including but not limited to costs for the construction of any  
87 improvement, equipment, fixture, or operational system for providing water service  
88 to water customers in Wauwatosa and any other expenses as may be mutually  
89 agreed to by the Developer and Wauwatosa. Wauwatosa will not be responsible  
90 for costs within Wauwatosa such as connection of side street mains to the new main  
91 or any necessary valving needed to build the new main. Wauwatosa will pay for  
92 any lateral replacements requested by Wauwatosa within Wauwatosa, but not  
93 connection of existing laterals if they are reused. Developer shall not be required  
94 to pay any costs associated with providing any water mains that exceed 20" in  
95 diameter.

96 G. If, prior to or during construction of the Water Distribution Facilities by Developer,  
97 any owners of private property along the water main being installed by Developer  
98 as part of the Water Distribution Facilities in Elm Grove request to be allowed to  
99 connect laterals to the water main and Developer determines such connection will  
100 not adversely impact Developer or the SSND Projects, including, without  
101 limitation, cause any delay, increase Developer's obligations or liabilities,  
102 negatively impact design, specifications, warranties, cost or pricing or create any  
103 controversy, then Developer will not prevent such installation. Wauwatosa may  
104 survey existing Elm Grove properties located along the route of the proposed Water  
105 Distribution Facilities to determine if they would like to have a water lateral  
106 installed at the time of the construction of the Water Distribution Facilities and to  
107 make the request of Developer to allow such installation. Developer will not have  
108 any responsibility to pay for any costs associated with those laterals, If Developer

109 approves any such laterals and authorizes its contractors to install such laterals, then  
110 (i) Wauwatosa shall be responsible for assuring that any such laterals are installed  
111 per Wauwatosa's specifications at the cost of the property owner, (ii) Developer  
112 shall have the right to oversee, approve, and inspect any such connections, and (iii)  
113 Wauwatosa shall pay to Developer all costs associated with installing such laterals,  
114 including, without limitation, costs billed to Developer by its contractors for such  
115 installation costs, together with any costs incurred by Developer in connection with  
116 any such oversight, approvals or inspections, whether or not Wauwatosa is able to  
117 recover such costs from the connecting property owners.

118 H. Wauwatosa acknowledges and agrees that the water is being provided pursuant to  
119 the Village Water Agreement and that Wauwatosa is bound by the terms and  
120 provisions thereof, and as it relates to the water being provided to the SSND  
121 Projects, Developer shall be a third-party beneficiary of the Village Water  
122 Agreement with respect to enforcing the obligations of Wauwatosa thereunder as  
123 related to provision of water to the SSND Projects.

124 I. Upon dedication of the Water Distribution Facilities to Wauwatosa by the  
125 Developer as described below, Wauwatosa shall be solely responsible for the  
126 operation, maintenance, repair and replacement of the Water Distribution Facilities  
127 in the same manner or better as it maintains the water distribution facilities serving  
128 Wauwatosa. The Village Water Agreement further describes Wauwatosa and Elm  
129 Grove responsibilities and timeframes. It is anticipated that dedication of the Water  
130 Distribution Facilities will occur no earlier than December of 2023.

131 **Article IV: Developer agrees that:**

132 A. Developer agrees to pay both the out-of-pocket costs and staff costs incurred by  
133 Wauwatosa in the preparation of the Water Distribution Design and Plans provided  
134 such staff costs are charged at not more than \$90.00/hour, which is Wauwatosa's  
135 standard rate utilized for Development related Engineering work. If Wauwatosa  
136 utilizes internal staff the Developer will be invoiced for actual hours worked. If  
137 Wauwatosa utilizes a consultant for the work the Developer shall submit an escrow  
138 for the total contract amount in advance of the work being completed.

139 B. The Developer agrees to reimburse Wauwatosa for any external expenses incurred  
140 by Wauwatosa related to any applications made to the Commission, DNR, or other  
141 regulatory agency. Costs may include, but are not limited to, attorney's fees,  
142 consultant costs, or application expenses.

143 C. Provided Developer acquires the SSND Land and commences the multifamily  
144 apartment portion of the SSND Projects, Developer shall notify Wauwatosa that it  
145 intends to construct the Water Distribution Facilities. Developer shall then  
146 construct and install the Water Distribution Facilities in substantial accordance with  
147 the Water Distribution Plans at its sole cost and expense, except as otherwise  
148 provided in Article III.E.

149 D. Developer shall make any repairs or corrections required by Wauwatosa so that the  
150 Water Distribution Facilities are in substantial compliance with the Water  
151 Distribution Plans and regulatory directions or requirements. Upon making such  
152 repairs or confirming that no such changes are necessary, Wauwatosa shall

153 commence providing the water service as provided under the Village Water  
154 Agreement.

155 E. Pursuant to the requirements of the DNR, it is required that an inspector be present  
156 on-site during construction and installation of the Water Distribution System, the  
157 cost of which shall be borne by Developer. Construction  
158 management/administration/inspection services shall be provided by Wauwatosa  
159 staff at the Developer's expense or, if Wauwatosa staff is not available, Wauwatosa  
160 shall contract with an inspection firm and costs will be borne by the Developer.

161 F. Upon completion of construction of the Water Distribution Facilities by Developer,  
162 Wauwatosa will prepare, or cause to be prepared, at the Developer's expense, as-  
163 built of the Water Distribution Facilities and Developer shall dedicate and convey  
164 the Water Distribution Facilities to Wauwatosa by execution of a dedication  
165 instrument, the form and substance of which shall be reasonably acceptable to  
166 Developer and Wauwatosa.

167 **Article V: Conditions Subsequent**

168 A. Wauwatosa and Developer recognize it is necessary for Wauwatosa to accomplish  
169 certain Conditions (defined below) before Wauwatosa can provide water pursuant  
170 to the terms of this Agreement.

171 B. Wauwatosa will seek to satisfy the following conditions (each, a "Condition" and  
172 collectively, the "Conditions") as soon as feasible:

- 173 1. Obtain the necessary approvals from the Commission for extending retail  
174 water service to Elm Grove and for constructing all facilities necessary to  
175 provide service to Elm Grove customers. If the Commission requires  
176 Wauwatosa to perform work beyond what is contemplated in this  
177 Agreement, Wauwatosa and the Developer will discuss responsibility for  
178 meeting such requirements and either party shall have the right to terminate  
179 the Agreement without further obligations.
- 180 2. Obtain the necessary approvals from DNR, the City of Milwaukee and  
181 Milwaukee Water Works for the extension of retail service into Elm Grove.
- 182 3. Completed hydraulic analysis demonstrating the ability to service all SSND  
183 Projects as contemplated by this Agreement.
- 184 C. If any of the above Conditions are not satisfied, then Developer may at any time  
185 before the last condition is satisfied, terminate this Agreement by written notice to  
186 Wauwatosa, and this Agreement shall terminate and the parties shall have no further  
187 rights or obligations hereunder. Developer shall reimburse Wauwatosa for all costs  
188 expended until date of notice of termination and costs associated with termination  
189 of this Agreement and any work being conducted thereunder.
- 190 D. The parties further recognize that it is necessary for Developer to acquire the SSND  
191 Land and to obtain the financing necessary, in Developer's reasonable opinion, to  
192 complete the development of the multifamily apartment portion of the SSND  
193 Projects and to obtain an agreement for the development by a third-party developer  
194 of the related single-family residential portions of the SSND Projects before the

195 Developer can commence construction of the Water Distribution Facilities. If  
196 Developer determines that it will be unable to both acquire the SSND Land and to  
197 timely obtain the financing necessary for its intended development, Developer may  
198 terminate this Agreement by written notice to Wauwatosa, and this Agreement shall  
199 terminate and the parties shall have no further rights or obligations hereunder.  
200 Developer shall reimburse Wauwatosa for all costs expended until date of notice of  
201 termination and costs associated with termination of this Agreement and any work  
202 being conducted thereunder.

203 **Article VI: General Conditions:**

- 204 A. This Agreement is subject to the approval of the Common Council of Wauwatosa.
- 205 B. This Agreement shall be effective on the date upon which the Commission  
206 sanctions this Agreement as acceptable, if necessary, and all other conditions  
207 precedent, including those contained in the Village Water Agreement, have been  
208 satisfied.
- 209 C. This Agreement shall be governed by, construed and enforced under and in  
210 accordance with the laws of the State of Wisconsin.
- 211 D. The parties agree to act in good faith and use due diligence in meeting their  
212 respective obligations under this Agreement.
- 213 E. This Agreement may be executed in counterparts, which together shall constitute a  
214 single contract.

215 F. This Agreement and all of the provisions hereof shall be binding upon and inure to  
216 the benefit of the parties hereto, but neither this Agreement nor any of the rights,  
217 interests or obligations hereunder shall be assigned by either of the parties hereto  
218 without the prior written consent of the other party provided Developer may assign  
219 the Agreement to an affiliate of developer that owns the portion of the SSND Land  
220 to be developed as multifamily apartments.

221 G. Section headings are for convenience only and shall not affect the meaning or  
222 construction of any provisions hereof.

223 H. Failure or delay by a party to exercise a right, privilege or power hereunder shall  
224 not operate as a waiver thereof nor prevent the exercise of such right, privilege or  
225 power thereafter. Any waiver of any provision hereof must be in writing signed by  
226 the party making such waiver.

227 I. In the event any provision or portion of this Agreement is determined to be invalid  
228 or unenforceable for any reason, in whole or in part, the remaining provisions of  
229 this Agreement shall nevertheless be binding upon the parties with the same effect  
230 as though the invalid or unenforceable part had been severed and deleted. The  
231 respective rights and obligations of the parties shall survive the termination or non-  
232 renewal to the extent necessary to the intended preservation of such rights and  
233 obligations.

234 J. No changes, modifications or amendments to this Agreement shall be effective or  
235 binding unless made in writing and signed on behalf of the parties to this  
236 Agreement.

237 K. All notices, requests, demands and other communications under this Agreement  
238 shall be in writing and shall be deemed given on the date personally delivered or  
239 the next Business Day if sent by reputable overnight delivery service or the third  
240 Business Day after being mailed, certified mail, return receipt requested, to the  
241 following addresses:

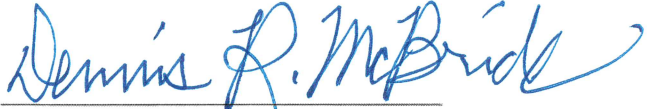
242 City of Wauwatosa  
243 Director of Public Works  
244 7725 West North Avenue  
245 Wauwatosa, WI 53213

246 Caroline Heights Apartments LLC  
247 c/o Mandel Group, Inc.  
248 330 East Kilbourn Ave.,  
249 Suite 600, South Tower  
250 Milwaukee, WI 53202  
251 Attention: Phil Aiello

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Dated this 7th day of October, 2022.


CITY OF WAUWATOSA, WISCONSIN

  
Dennis McBride, Mayor

  
Steven Braatz, City Clerk

  
John Ruggini, Finance Director

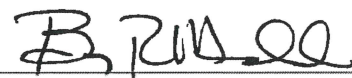
Approved as to form and execution

  
Alan Kesner, City Attorney  
Hanna Kolberg, Deputy City Attorney

CAROLINE HEIGHTS APARTMENTS LLC

Mandel/Caroline Heights Apartments LLC  
Its: Manager

By: BR Mandel LLC  
Its: Manager

By   
Barry R. Mandel  
Its: Manager

## Attachment #8

### AMENDMENT TO AGREEMENT FOR PURCHASE OF WATER AT WHOLESALE BETWEEN CITY OF WAUWATOSA AND CITY OF MILWAUKEE

WHEREAS, an agreement was executed on the 10<sup>th</sup> day of December, 2003, by and between the City of Milwaukee, operating at a public utility (hereinafter referred to as "Milwaukee") and the City of Wauwatosa, operating as a water utility (hereinafter referred to as "Wauwatosa") for the sale of water by Milwaukee to Wauwatosa at wholesale; and

WHEREAS, said agreement dated December 10, 2003 contains a provision that no water furnished to Wauwatosa may be resold or exchanged on a wholesale or retail basis outside of the original service area without the permission of Milwaukee; and

WHEREAS, the parties mutually agree that the service area as set forth in the agreement of December 10, 2003 may be expanded to include the entire Village of Elm Grove, Wisconsin; and

WHEREAS, the Village of Elm Grove, Wisconsin wishes to purchase water from Wauwatosa that is supplied to Wauwatosa by Milwaukee; and

WHEREAS, Milwaukee and Wauwatosa are agreeable to this extension of water service which is the most practical way for the Village of Elm Grove to be provided with water service; and

WHEREAS, by Resolution File No. 051473 dated April 11, 2006, the Common Council of the City of Milwaukee has granted authority to the Water Works of the City of Milwaukee to amend the City of Wauwatosa's water service agreement with the City of Milwaukee to enlarge the approved service area to include the Village of Elm Grove;

IT IS AGREED, by and between the parties hereto as follows:

1. That the agreement between Milwaukee and Wauwatosa entered into on the 10<sup>th</sup> day of December, 2003 is hereby modified to permit Wauwatosa to provide water service to the Village of Elm Grove.
2. That this modification of the agreement does not constitute a waiver by Milwaukee to permit Wauwatosa to expand the service area any greater than that set forth herein.
3. That the rates, rules, and regulations of the Wauwatosa water utility authorized by and filed with the Wisconsin Public Service Commission be applicable for the water service provided to the Village of Elm Grove.
4. That the cost of installation of any equipment needed to provide the service to the Village of Elm Grove will be at no cost to Milwaukee.

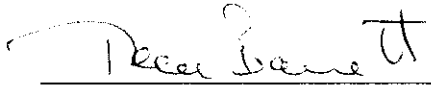
5. All terms and conditions on the original agreement of December 10, 2003 not inconsistent with the terms of this amendment remain in full force and effect.

Dated this 9<sup>th</sup> day of October, 2006.

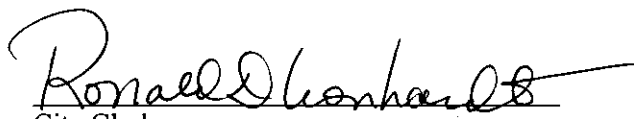
Dated this 9<sup>th</sup> day of September, 2006.

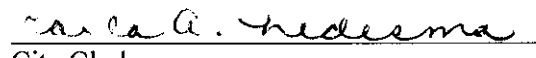
**CITY OF MILWAUKEE**, operating as a water utility

**CITY OF WAUWATOSA**, operating as a water utility

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Mayor

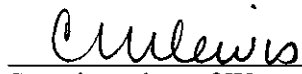
  
\_\_\_\_\_  
City Clerk

  
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City Clerk

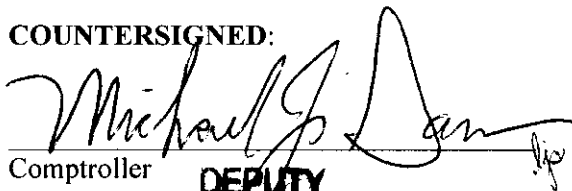
  
\_\_\_\_\_  
Commissioner of Public Works

Approved as to form and execution

  
\_\_\_\_\_

  
\_\_\_\_\_  
Superintendent of Water Works

City Attorney  
City of Wauwatosa

**COUNTERSIGNED:**  
  
\_\_\_\_\_  
Comptroller **DEPUTY**

Approved as to form and execution

  
\_\_\_\_\_  
City of Milwaukee Assistant City Attorney

1048-2006-1275  
105342

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE WATER UTILITY SERVICE  
BETWEEN THE CITY OF MEQUON  
AND  
THE VILLAGE OF RIVER HILLS**

**THIS AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Mequon Water Utility, a municipal corporation, located in Ozaukee County, Wisconsin (the “Utility”), the Village of River Hills, a municipal corporation located in Milwaukee County, Wisconsin (“River Hills”) (collectively the “Parties”).

**RECITALS**

WHEREAS, Section 66.0301, Wis. Stats., authorizes villages and cities to contract for the joint exercise of any power or duty required or authorized by statute; and

WHEREAS, Wis. Stat. § 66.0815(2) provides that a village may contract for the provision of public utility service, including water service, within the village; and

WHEREAS, the City of Mequon operates the Mequon Water Utility which provides water service to customers within its service area; and

WHEREAS, the Utility has been requested by River Hills to serve certain properties in the village; and

WHEREAS, the Parties have taken all the necessary actions to authorize this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Section 1. Agreement to Provide Service.**

1.1 River Hills authorizes the Utility to operate, construct, and maintain a system to sell and supply water to residents and property owners of certain parcels in the Village of River Hills, which is hereby identified in map form as Exhibit A (the “River Hills Water User Service Area”) and identified by Tax Parcel ID Number as listed in Exhibit B attached hereto. Service to properties outside of the River Hills Water User Service Area requires an amendment to this Agreement and approval by both Parties.

1.2 The Utility shall use its best efforts to, within one (1) year of a written petition from River Hills for expansion of the Utility’s current Water User Service Area (one hundred eighty (180) days in the case of existing water supply failures in River Hills which threaten human health, safety, or the environment), to provide service outside the existing service area. The Utility shall provide River Hills all data necessary to comply with § 66.0703 Wis. Stats. et. seq. to finance and pay for facilities as mutually agreed upon by River Hills and the Utility.

- 1.3 The Utility shall at all times use its best efforts to secure sources of water supply sufficient to serve the needs of River Hills as may be necessary under this Agreement.

Section 2. Terms.

- 2.1 Any and all debt service, capital costs, and operations costs for the River Hills Water User Service Area must be funded from revenues derived from the River Hills Water User Service Area. Annually, in the second quarter of the year, following bill collection from the four quarterly billing periods from the previous calendar year, the Utility will produce a ledger of the revenue from the River Hills Water User Service Area. The revenue shall be tracked cumulatively from the first date of service.
- 2.2 If at any time the revenue from the River Hills Water User Service Area does not exceed the debt service, capital and operations costs of the River Hills Water User Service Area, River Hills shall pay the Mequon Water Utility for the net difference in cost. This payment shall be due within 90 days of notice, unless otherwise approved by the Water Utility Commission.
- 2.3 River Hills agrees to collect any delinquent Mequon Water Utility bills of the customers within the River Hills Water User Service Area through its statutory tax collection procedure whereby such delinquencies are collected as a special tax against the property benefitted upon the certification of the delinquency by the Utility.
- 2.4 It is expressly agreed that the furnishing of service to the aforesaid River Hills Water User Service Area does not and shall not constitute a holding out by the Utility to provide water service to River Hills itself or to any other person, firm, or corporation residing or located in River Hills, nor does it grant any right to the Utility to provide water service to River Hills itself or to any other person, firm, or corporation residing or located in River Hills. Nor does River Hills commit itself to acceptance of future water service.
- 2.5 If at some future date it becomes economically feasible and convenient to provide direct water service to River Hills, rights are granted to the Mequon Water Utility to require payment under Section 2.2 as of the date of change in service.

Section 3. Permitting and Approvals.

- 3.1 This Agreement is indeterminate as to term under Wis. Stat. §§ 66.0815(2) and 196.54.
- 3.2 In furtherance of this Agreement or any right or option exercised under it, the Utility shall be responsible for obtaining and maintaining in force all permits and approvals (including but not limited to licenses, certifications, approvals, and tariffs) required by local, state, and federal authorities for the public water infrastructure. River Hills shall use its best efforts to expedite the processing of any such permits and approvals.

- 3.3 The Utility will provide service in compliance with generally accepted industry practices and all applicable regulatory standards.
- 3.4 The Utility will retain and maintain all appropriate records of operations and maintenance regarding service to River Hills customers. River Hills will have the right to inspect such records during normal business hours.
- 3.5 The Utility shall restore all River Hills rights of way to their original condition after work in the right of way by the Utility or its agents, and shall indemnify River Hills for bodily injury or property damage from work in or use of River Hills rights of way subject to the provisions of Section 5 below. Any work in an easement is subject to the terms and conditions of that easement.
- 3.6 Mequon Water Utility staff will apply to the Public Service Commission (PSC) for all necessary approvals to effectuate this Agreement. River Hills shall reimburse the Mequon Water Utility for all Mequon Water Utility staff time directly associated with the application process and all applicable charges from the PSC.
- 3.7 River Hills will administer any applicable plumbing permits associated with private infrastructure on individual parcels. Prior to issuing a plumbing permit, River Hills will confirm that the applicant submitted a Water Services Application and associated fee to the Mequon Water Utility.
- 3.8 The Utility will administer any applicable permitting or approvals associated with public infrastructure including services and transmission mains.

#### Section 4. Rates and Connection.

Unless otherwise set forth in this Agreement, the Utility will charge reasonable nondiscriminatory rates (as between Mequon, third municipalities, and River Hills residents) and shall not require connection by property owners or assess any property owner for fire protection without River Hills's prior written consent. All connections are subject to the Mequon Water Utility Water Connection Policy and applicable fee schedules.

#### Section 5. Indemnity.

The Utility shall indemnify, defend and hold River Hills, its officers, employees and agents harmless from any and all claims or liability of any kind whatsoever, arising out of operation and/or interruption of service, to the extent such claim or liability is proximately caused by the acts or omissions of the Utility, its agents and contractors. This language notwithstanding, nothing contained within this Agreement is intended to be a waiver or estoppel of the Utility or its insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05 or common law, and the Utility or its insurers shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability under Wisconsin law.

Section 6. Integrated Agreement.

This document, together with all documents incorporated by reference, sets forth the entire understanding of the Parties and supersedes any and all prior agreements, written or oral, relating to the subject matter of this Agreement.

Section 7. Modifications.

This Agreement can only be amended in writing signed by both parties.

Section 8. Applicable Law: Construction.

- 8.1 This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin.
- 8.2 Captions of any section or paragraph of this Agreement are for convenience or reference only and shall not define or limit the scope of any provisions contained herein. The Recitals in this Agreement are incorporated in and made a part of this Agreement.
- 8.3 The provisions of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. If any provision is found to be invalid or unenforceable under applicable law: (1) the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of this Agreement; and (2) such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable.
- 8.4 Performance of this Agreement shall not give rise to any actual or implied relationship between the Parties (such as an agency, joint venture or partnership), except as otherwise expressly stated in this Agreement.
- 8.5 This Agreement is the result of negotiations between the Parties and review by their respective counsel. Neither party shall claim or enjoy any presumption as to the interpretation of its terms based on draftsmanship.
- 8.6 Individual projects completed under the terms of this Agreement are subject to the Mequon Water Utility Water Connection Policy, the City of Mequon Standard Specifications for Land Development and are required to obtain a subsequent Water Services Agreement.
- 8.7 The initial project serving any property within the River Hills Water Service Area, subject to a subsequent Water Services Agreement as outlined in Section 8.6, must include the following:
  - 8.7.1 Transmission main sizing sufficient for service and fire flow to all properties within the River Hills User Service Area and meet static pressure requirements of NR811.
  - 8.7.2 Installation of water main from the initial point of service back to County Line Road with a boundary valve.

- 8.7.3 Installation of water main from the initial point of service to the Village of Bayside under I-43. Casing required for the water infrastructure under the interstate crossing.
- 8.7.4 Mequon Water Utility approval of the design, technical specifications and construction plans prior to bidding.
- 8.7.5 Extended warranty requirements with a duration to be defined in the Water Services Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**CITY OF MEQUON**

\_\_\_\_\_  
Andrew Nerbun, Mayor

\_\_\_\_\_  
Caroline Fochs, City Clerk

STATE OF WISCONSIN    )  
  ) ss.  
OZAUKEE COUNTY        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Andrew Nerbun, Mayor and Caroline Fochs, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission:\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Brian Sajdak  
Mequon City Attorney



## City of Pewaukee - New Agenda Item

### Agenda Language:

Discussion and Possible Action Regarding Cedar Gables Development [Wagner]

1. Approve the Second Amendment to the Development Agreement.
2. Approve Additional Financial Guarantee in the Amount of \$131,409.30 for the Phase II Storm Water Management Pond in the Form of a Bond.
3. Approve the Letter of Credit Second Reduction from \$1,593,053.05 to \$1,224,961.05 (A Reduction of \$368,092.00), Replacing this Value with a Bond.

### 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 the pond in Phase 2 to meet ordinance compliance with storm water management. The City is seeking additional financial guarantee to ensure full compliance.

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. The cost to construct the pond is \$119,463. The financial guarantee is the cost plus 10% (\$11,946.30) so the total additional financial guarantee is \$131,409.30. An Developer's Agreement Amendment is adding the required construction to the Phase 1 Developer's Agreement.

The Developer is also seeking to replace a portion of the existing letter of credit with a bond. The bond value will be \$499,501.30 which includes the additional \$131,409.30 for the Phase II Pond and an additional \$368,092.00 of the existing letter of credit value. This would reduce the letter of credit value to \$1,224,961.05. The total of the remaining letter of credit and the bond is \$1,724,462.35 which is the required value of the financial guarantee required.

Fiscal Impact:

Recommended Motion:

Council approve:

1. the Second Amendment to the Developer's Agreement.
2. the value of the additional financial guarantee (\$131,409.30) for the Storm Water Management Pond in Phase II.
3. reduce the existing letter of credit to \$1,224,961.05 (reduction of \$368,092) which is replaced by a bond of the same value plus the additional financial guarantee for a total bond of \$499,501.30 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 23<sup>rd</sup> 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 23<sup>rd</sup> 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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State Bank**

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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 23<sup>rd</sup> 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](mailto: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
		<b>SUB TOTAL</b>	<b>\$ 47,500</b>
		<b>x 10%</b>	<b>\$ 52,250</b>

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 8<sup>th</sup> 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 1<sup>st</sup> 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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 RANDOM LAKE..... (920) 994-9434

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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# CEDAR GABLES LLC

13965 W. Burleigh Rd, Suite 101  
Brookfield, WI 53005  
(262) 505-6650

City of Pewaukee  
W240N3065 Pewaukee Road  
Pewaukee, WI 53072

DATE: 2/25/2026  
RE: Cedar Cables, LLC – LOC  
Dated December 23, 2024

Attn: Magdelene Wagner

• Original Letter of Credit – Phase I : 12/23/2024	:	\$ 1,822,905.55
• City Reduction of Letter of Credit – Completed Offsite Sanitary : 1/20/2026	:	<u>(\$ 229,852.50)</u>
• Balance of 12/23/2024 LOC remaining	:	\$ 1,593,053.05
• City requested additional Bonding items for approvals and commencement of Phase 1 Utilities and Building permits		
• Completion of Phase II pond	:	\$ 119,463.00
10% RETIANER ADD	:	<u>\$ 11,946.30</u>
▪ TOTAL ADD	:	\$ 131,409.30
<b>TOTAL REQUESTED NEW CITY FINANCIAL GURANTEE</b>	<b>:</b>	<b>\$ 1,724,462.30</b>
Bond Substitution for Letter of Credit	:	<u>\$ 499,501.30</u>
<b>Remaining Collins State Bank Letter of Credit</b>	<b>:</b>	<b>\$ 1,224,961.00</b>

SECOND AMENDMENT TO  
DEVELOPER'S AGREEMENT  
FOR  
CEDAR GABLES CONDOMINIUM  
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THIS SECOND AMENDMENT TO DEVELOPER'S AGREEMENT ("Amendment") is made as of March 2, 2026, by CEDAR GABLES LLC, a Wisconsin limited liability company ("DEVELOPER"), and the CITY OF PEWAUKEE in the County of Waukesha and the State of Wisconsin (the "CITY"). This Amendment amends the Developer's Agreement dated as of December 23, 2024, between the CITY and DEVELOPER (the "Developer's Agreement") for the real property known as Cedar Gables Condominium located at N18W22670 Watertown Road. Capitalized terms and phrases not otherwise defined in this Amendment have the meanings given to them in the Developer's Agreement.

1. Section II. of the Developer's Agreement is amended as follows (the deletion is stricken and the additions is double-underlined):

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 except for the storm water management pond located in the Phase II area which is necessary to meet stormwater requirements to service Phase I 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 Phase II is not developed immediately after 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.

2. Section III.D.2. of the Developer's Agreement is amended as follows (the deletion is stricken and the additions is double-underlined):

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. The Storm water management pond in Phase II is included as part of the Phase I improvements.

3. In the event of any conflict between the provisions of this Amendment and the provisions of the Developer’s Agreement, the terms and provisions of this Amendment control. Except as expressly provided in this Amendment, the terms, covenants and provisions of the Developer’s Agreement remain unmodified and in full force and effect. This Amendment may be executed in multiple counterparts, with all such counterparts together constituting a complete instrument. Delivery of an executed counterpart of a signature page to this Amendment by telecopy, facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Amendment. Each person signing below represents and warrants that he or she has the power and authority to execute this Amendment.

CEDAR GABLES LLC

By: \_\_\_\_\_  
 Mark Cecchini  
 Authorized Signatory

STATE OF WISCONSIN    )  
   ) ss  
 COUNTY OF WAUKESHA )

Personally came before me on \_\_\_\_\_, 2026, 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.

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Notary Public, State of Wisconsin  
 My commission: \_\_\_\_\_

CITY OF PEWAUKEE

\_\_\_\_\_  
Steve Bierce, Mayor

\_\_\_\_\_  
Kelly Tarczewski, Clerk

STATE OF WISCONSIN    )  
  ) ss  
COUNTY OF WAUKESHA )

Personally came before me on \_\_\_\_\_, 2026, the above-named Steve Bierce, Mayor, and Kelly Tarczewski, 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 Mayor and 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 CITY Common Council from their meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY Attorney

## City of Pewaukee - New Agenda Item

### Agenda Language:

Discussion and Possible Action Regarding Meadowbrook Farms Phase 3 Road Rehabilitation [Wagner}

1. Accept the Final Engineer's Report.
2. Adopt Resolution 26-03-01 Levying the Final Special Assessments for Meadowbrook Farms Phase 3 Subdivision Pavement Reconditioning and Related Facilities Pursuant to Section 66.0703, Wisconsin Statutes.

### Sub Item Agenda Language:

### Background Provided By:

Magdelene Wagner

### Background:

In 2023, the Meadowbrook Farms Phase 3 Road Rehabilitation was bid, a public hearing was held, and the project was awarded. The construction was completed largely in 2023. However, the final punchlist and closeout of the project occurred in 2025. As such, Staff completed the Final Engineers Report and the Final Resolution for the project assessments.

### Fiscal Impact:

The requested action will finalize and adopt the special assessments and attendant Engineers Report.

### Recommended Motion:

Council adopt the final resolution and accept the final engineer's report.

## **Final Report of the Engineer**

### **On the Proposed Meadowbrook Farms Phase 3**

#### **Pavement Rehabilitation Assessments**

##### **In the City of Pewaukee**

In accordance with the resolution passed by the Common Council of the City of Pewaukee, we herewith submit our report on assessments for the rehabilitation of Goldenrod Court, Honeysuckle Court, Milkweed Lane, Primrose Court, Shooting Star Boulevard, and Shooting Star Road, drainage improvements along Fieldhack Drive, Goldenrod Court, Honeysuckle Court, Milkweed Lane, Primrose Court, Shooting Star Boulevard, and Shooting Star Road, sanitary improvements along Goldenrod Court, Honeysuckle Court, Milkweed Lane, Primrose Court, and Shooting Star Road, and water main improvements along Goldenrod Court, Honeysuckle Court, Milkweed Lane, Primrose Court, and Shooting Star Road to be made in the City of Pewaukee. All data shown is based on final prices.

The report consists of the following Schedules:

Schedule “A”: Summary of options for assessments and related costs.

Schedule “B”: Legal descriptions and maps, dated February 2023, of all parcels within the assessment district.

Schedule “C”: Assessment for each parcel affected.

The properties against which the assessments are proposed are benefited and the improvements constitute an exercise of Police Powers.

Magdelene J. Wagner, P.E.  
Director of Public Works  
City of Pewaukee  
W240N3065 Pewaukee Road  
Pewaukee, WI 53072  
March 2, 2026

Prepared by:  
Brian G. Leightner, P.E.  
Civil Engineer  
February 19, 2026

### Schedule “A” – Meadowbrook Farms Phase 3

The City of Pewaukee completed the pavement rehabilitation of Goldenrod Court, Honeysuckle Court, Milkweed Lane, Primrose Court, Shooting Star Boulevard, and Shooting Star Road. The improvements consist of road rehabilitation, curb repair, inlet and drainage repair, sanitary manhole repair, water valve repair, and related facilities.

The cost of the road improvements and 50% of the curb repairs are apportioned to all property owners abutting the street with direct or indirect access. The City of Pewaukee caps the road assessments to single-family, duplex residential, and residential condominium properties. All other properties shall pay the full road assessment.

Inlet repairs, 50% of the curb repairs, and drainage improvements will be paid by the Storm Water Management Utility.

Sanitary sewer repairs will be paid by the Sewer Utility.

Water main repairs will be paid by the Water Utility.

It is recommended that the costs for the improvements in Goldenrod Court, Honeysuckle Court, Milkweed Lane, Primrose Court, Shooting Star Boulevard, and Shooting Star Road be determined on a unit basis.

The capped road assessment for the outlot has been divided equally among all lots in the Phase II of Meadowbrook Farms of Meadowbrook Estates and Princeton Homesite Condominium Association Plats.

## UNIT RATE COMPUTATIONS

### Road Rehabilitation Unit Rate – Meadowbrook Farms Phase 3

Final Road Construction Costs (see attached breakdown)	\$ 517,221.38
Engineering, Administration, & Contingencies	\$ 100,847.01
<hr/>	
Total Final Road Construction Costs	\$ 618,068.39

$$\frac{\$ 618,068.39}{90 \text{ units}} = \$ 6,867.43/\text{unit}$$

Use \$ 6,867.43/unit as the Road Rehabilitation Unit Rate<sup>1</sup>.

### Storm Water Management – Meadowbrook Farms Phase 3

Final Storm Water Utility Costs (see attached breakdown)	\$ 404,959.46
Engineering, Administration, & Contingencies	\$ 78,958.36
<hr/>	
Total Final Storm Water Utility Costs	\$ 483,917.82

### Sanitary Sewer Utility – Meadowbrook Farms Phase 3

Final Sanitary Sewer Costs (see attached breakdown)	\$ 57,678.90
Engineering, Administration, & Contingencies	\$ 11,246.14
<hr/>	
Total Final Sanitary Sewer Costs	\$ 68,925.04

### Water Utility – Meadowbrook Farms Phase 3

Final Water Main Costs (see attached breakdown)	\$ 31,570.70
Engineering, Administration, & Contingencies	\$ 6,155.61
<hr/>	
Total Final Water Main Costs	\$ 37,726.31

### 2023 Outlot Per Lot Rate

2023 Outlot Assessment over 79 Lots	PER LOT	\$ 40.58
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<sup>1</sup> A maximum assessment of \$ 3,206.00 (2023 Pavement Cap) will be assessed to single-family, duplex, and condominium residential properties.

## COST SUMMARY

### Cost Summary

Total Project Costs	\$ 1,208,637.56
Total Road Assessable Costs (deduct)	\$ (292,201.25)
Sanitary Sewer Costs (deduct)	\$ (68,925.04)
Storm Utility Costs (deduct)	\$ (483,917.82)
Water Utility Costs (deduct)	\$ (37,726.31)
<hr/>	
Net Non-Assessable and City Costs	\$ 325,867.14

Computation of Costs  
 Total Rehabilitation Project Costs

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	1	\$ 8,450.00	\$ 8,450.00
2	Traffic control	L.S.	1	\$ 7,240.00	\$ 7,240.00
3	Inlet sediment guards type "C"	EA.	38	\$ 95.00	\$ 3,610.00
4	Dust Control using water (Ordered by Engineer)	1,000 GAL	0	\$ 370.00	\$ -
5	Full-depth saw-cut pavement	L.F.	262	\$ 2.25	\$ 589.50
6	Full-depth pavement milling	S.Y.	13915.7	\$ 3.75	\$ 52,183.88
7	1 1/4-inch crushed limestone T.B. base aggregate	TON	0	\$ 20.00	\$ -
8	3/4-inch crushed limestone T.B. base aggregate	TON	0	\$ 20.00	\$ -
9	Excavation below subgrade	C.Y.	0	\$ 26.00	\$ -
10	Excavation below subgrade backfill	TON	0	\$ 24.50	\$ -
11	Geo-grid subgrade stabilization material	S.Y.	0	\$ 5.25	\$ -
12	3 1/4-inch asphaltic concrete binder course	TON	2523.24	\$ 67.50	\$ 170,318.70
13	Tack coat	GAL	500	\$ 3.00	\$ 1,500.00
14	1 3/4-inch asphaltic concrete surface course	TON	1561.01	\$ 74.10	\$ 115,670.84
15	Remove and Replace Speed Table, including Pavement Markings	EA.	3	\$ 2,700.00	\$ 8,100.00
16	Asphaltic concrete driveway replacement	S.F.	2941.3	\$ 3.75	\$ 11,029.88
17	30-inch concrete curb and gutter replacement	L.F.	651	\$ 48.75	\$ 31,736.25
18	30" HES concrete curb and gutter replacement	L.F.	0	\$ 50.35	\$ -
19	Mountable concrete curb and gutter replacement	L.F.	5011.5	\$ 48.75	\$ 244,310.63
20	Topsoil, seed, fertilizer, and erosion mat	S.Y.	1368.75	\$ 8.75	\$ 11,976.56
21	Repair storm structure 20.2-016 Honeysuckle Court	EA.	1	\$ 2,200.00	\$ 2,200.00
22	Repair Storm Structure 20.2-039 Shooting Star Road	EA.	1	\$ 1,800.00	\$ 1,800.00
23	Repair Storm Structure 20.2-040 Shooting Star Road	EA.	1	\$ 1,800.00	\$ 1,800.00
24	Sanitary Manhole- Test and Reinstall Internal Seal	EA.	0	\$ 500.00	\$ -

Total Rehabilitation Project Costs – Continued

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
25	Sanitary Manhole- Install Internal/External Seal	EA.	21	\$ 800.00	\$ 16,800.00
26	Sanitary Manhole- Chimney Ring Replacement	V.I.	99.25	\$ 190.00	\$ 18,857.50
27	Sanitary Manhole- New Frame and Cover	EA.	21	\$ 980.00	\$ 20,580.00
28	Sanitary manhole 20.2-042 repair pipe connection	EA.	1	\$ 500.00	\$ 500.00
29	Water Valve Box Top Section Replacement	EA.	23	\$ 850.00	\$ 19,550.00
30	Water Valve Box Middle Section Replacement	EA.	3	\$ 950.00	\$ 2,850.00
31	Water valve box bottom section replacement	EA.	0	\$ 1,500.00	\$ -
32	Water Valve Box Cleaning	EA.	9	\$ 500.00	\$ 4,500.00
33	Water Valve Box Straightening	EA.	6	\$ 700.00	\$ 4,200.00
34	Televised Sewer Pipe Cleaning and Inspection	L.F.	3038	\$ 7.25	\$ 22,025.50
35	12-inch Diameter CIPP lining	L.F.	725.6	\$ 75.00	\$ 54,420.00
36	15-inch Diameter CIPP lining	L.F.	939.9	\$ 85.00	\$ 79,891.50
37	18-inch Diameter CIPP lining	L.F.	211.7	\$ 118.00	\$ 24,980.60
38	24-inch Diameter CIPP lining	L.F.	70.4	\$ 245.00	\$ 17,248.00
39	18-inch Diameter CIPP segment lining MH 20.2-107 to MH 20.2-106	L.F.	3	\$ 1,450.00	\$ 4,350.00
40	18-inch Diameter CIPP segment lining MH 20.2-108 to MH 20.2-107	L.F.	3	\$ 1,450.00	\$ 4,350.00
41	Remove and Replace 12-inch Storm Sewer	L.F.	160.3	\$ 157.00	\$ 25,167.10
42	Remove and replace the 15-inch storm sewer	LF.	19.2	\$ 200.00	\$ 3,840.00
43	Reattach Storm Sewer End Section	EA.	3	\$ 500.00	\$ 1,500.00
44	Tree removal in Goldenrod Court for storm sewer replacement	LS.	1	\$ 4,944.00	\$ 4,944.00
45	Pipe insulation	EA.	0	\$ 65.00	\$ -
46	Repair the sprinkler system if ordered by the Engineer	EA.	13	\$ 200.00	\$ 2,600.00
47	Repair the dog fence if ordered by the Engineer	EA.	0	\$ 150.00	\$ -
WCD2	Work Change Directive No. 2	LF.	3	\$ 1,450.00	\$ 4,350.00

Total Rehabilitation Project Costs – Continued

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
CO1	Mill and Pave Honeysuckle Court	L.S.	1	\$ 1,410.00	\$ 1,410.00
Subtotal of Contract					\$1,011,430.44
Engineering, Administration, & Contingencies					\$ 197,207.12
Total Project Costs					\$1,208,637.56

Total Project Costs = \$ 1,208.637.56

Total Road Rehabilitation & Assessment Costs

<u>Item</u>		<u>Final</u>	<u>Bid Unit</u>		
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.51	\$ 8,450.00	\$ 4,309.50
2	Traffic control	L.S.	0.51	\$ 7,240.00	\$ 3,692.40
3	Inlet sediment guards type "C"	EA.	19	\$ 95.00	\$ 1,805.00
4	Dust Control using water (Ordered by Engineer)	1,000 GAL	0	\$ 370.00	\$ -
5	Full-depth saw-cut pavement	L.F.	262	\$ 2.25	\$ 589.50
6	Full-depth pavement milling	S.Y.	13915.7	\$ 3.75	\$ 52,183.88
7	1 1/4-inch crushed limestone T.B. base aggregate	TON	0	\$ 20.00	\$ -
8	3/4-inch crushed limestone T.B. base aggregate	TON	0	\$ 20.00	\$ -
9	Excavation below subgrade	C.Y.	0	\$ 26.00	\$ -
10	Excavation below subgrade backfill	TON	0	\$ 24.50	\$ -
11	Geo-grid subgrade stabilization material	S.Y.	0	\$ 5.25	\$ -
12	3 1/4-inch asphaltic concrete binder course	TON	2523.24	\$ 67.50	\$170,318.70
13	Tack coat	GAL	500	\$ 3.00	\$ 1,500.00
14	1 3/4-inch asphaltic concrete surface course	TON	1561.01	\$ 74.10	\$115,670.84
15	Remove and Replace Speed Table, including Pavement Markings	EA.	3	\$ 2,700.00	\$ 8,100.00
16	Asphaltic concrete driveway replacement	S.F.	2941.3	\$ 3.75	\$ 11,029.88
17	30-inch concrete curb and gutter replacement	L.F.	325.5	\$ 48.75	\$ 15,868.13
18	30" HES concrete curb and gutter replacement	L.F.	0	\$ 50.35	\$ -
19	Mountable concrete curb and gutter replacement	L.F.	2505.75	\$ 48.75	\$122,155.31
20	Topsoil, seed, fertilizer, and erosion mat	S.Y.	684.37	\$ 8.75	\$ 5,988.24
46	Repair the sprinkler system if ordered by the Engineer	EA.	13	\$ 200.00	\$ 2,600.00
47	Repair the dog fence if ordered by the Engineer	EA.	0	\$ 150.00	\$ -
CO1	Mill and Pave Honeysuckle Court	L.S.	1	\$ 1,410.00	\$ 1,410.00
Subtotal of Contract					\$517,221.38
Engineering, Administration, & Contingencies					\$100,847.01
Total Project Costs					\$618,068.39

Total Road Rehabilitation & Assessment Costs – Continued

Total Road Reconstruction Costs = \$ 618,068.39

Total Units abutting the Road = 90 units

Computation of Unit Cost:  $\frac{\$ 618,068.39}{90 \text{ units}} = \$ 6,867.43/\text{unit}$

Use \$ 6,867.43/unit as the Road Rehabilitation Unit Rate<sup>1</sup>

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<sup>1</sup> A maximum assessment of \$ 3,206.00 (2023 Pavement Cap) will be assessed to single-family, duplex, and condominium residential properties.

Total Storm Water Utility Costs

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.4	\$8,450.00	\$ 3,380.00
2	Traffic control	L.S.	0.4	\$7,240.00	\$ 2,896.00
3	Inlet sediment guards type "C"	EA.	19	\$ 95.00	\$ 1,805.00
17	30-inch concrete curb and gutter replacement	L.F.	325.5	\$ 48.75	\$ 15,868.13
18	30" HES concrete curb and gutter replacement	L.F.	0	\$ 50.35	\$ -
19	Mountable concrete curb and gutter replacement	L.F.	2505.75	\$ 48.75	\$122,155.31
20	Topsoil, seed, fertilizer, and erosion mat	S.Y.	684.38	\$ 8.75	\$ 5,988.33
21	Repair storm structure 20.2-016 Honeysuckle Court	EA.	1	\$2,200.00	\$ 2,200.00
22	Repair Storm Structure 20.2-039 Shooting Star Road	EA.	1	\$1,800.00	\$ 1,800.00
23	Repair Storm Structure 20.2-040 Shooting Star Road	EA.	1	\$1,800.00	\$ 1,800.00
34	Televised Sewer Pipe Cleaning and Inspection	L.F.	3038	\$ 7.25	\$ 22,025.50
35	12-inch Diameter CIPP lining	L.F.	725.6	\$ 75.00	\$ 54,420.00
36	15-inch Diameter CIPP lining	L.F.	939.9	\$ 85.00	\$ 79,891.50
37	18-inch Diameter CIPP lining	L.F.	211.7	\$ 118.00	\$ 24,980.60
38	24-inch Diameter CIPP lining	L.F.	70.4	\$ 245.00	\$ 17,248.00
39	18-inch Diameter CIPP segment lining MH 20.2-107 to MH 20.2-106	L.F.	3	\$1,450.00	\$ 4,350.00
40	18-inch Diameter CIPP segment lining MH 20.2-108 to MH 20.2-107	L.F.	3	\$1,450.00	\$ 4,350.00
41	Remove and Replace 12-inch Storm Sewer	L.F.	160.3	\$ 157.00	\$ 25,167.10
42	Remove and replace 15-inch storm sewer	LF.	19.2	\$ 200.00	\$ 3,840.00
43	Reattach Storm Sewer End Section	EA.	3	\$ 500.00	\$ 1,500.00
44	Tree removal in Goldenrod Court for storm sewer replacement	LS.	1	\$4,944.00	\$ 4,944.00
45	Pipe insulation	EA.	0	\$ 65.00	\$ -
WCD2	Work Change Directive No 2	LF.	3	\$1,450.00	\$ 4,350.00
Subtotal of Contract					\$404,959.46
Engineering, Administration, & Contingencies					\$ 78,958.36
Total Project Costs					\$483,917.82

Total Storm Water Utility Costs = \$ 483,917.82

Total Sanitary Sewer Utility Costs

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.06	\$8,450.00	\$ 507.00
2	Traffic control	L.S.	0.06	\$7,240.00	\$ 434.40
24	Sanitary Manhole- Test and Reinstall Internal Seal	EA.	0	\$ 500.00	\$ -
25	Sanitary Manhole- Install Internal/External Seal	EA.	21	\$ 800.00	\$16,800.00
26	Sanitary Manhole- Chimney Ring Replacement	V.I.	99.25	\$ 190.00	\$18,857.50
27	Sanitary Manhole- New Frame and Cover	EA.	21	\$ 980.00	\$20,580.00
28	Sanitary manhole 20.2-042 repair pipe connection	EA.	1	\$ 500.00	\$ 500.00
Subtotal of Contract					\$57,678.90
Engineering, Administration, & Contingencies					\$11,246.14
Total Project Costs					\$68,925.04

Total Sanitary Sewer Utility Costs = \$ 68,925.04

Total Water Utility Costs

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.03	\$8,450.00	\$ 253.50
2	Traffic control	L.S.	0.03	\$7,240.00	\$ 217.20
29	Water Valve Box Top Section Replacement	EA.	23	\$ 850.00	\$19,550.00
30	Water Valve Box Middle Section Replacement	EA.	3	\$ 950.00	\$ 2,850.00
31	Water valve box bottom section replacement	EA.	0	\$1,500.00	\$ -
32	Water Valve Box Cleaning	EA.	9	\$ 500.00	\$ 4,500.00
33	Water Valve Box Straightening	EA.	6	\$ 700.00	\$ 4,200.00
Subtotal of Contract					\$31,570.70
Engineering, Administration, & Contingencies					\$ 6,155.61
Total Project Costs					\$37,726.31

Total 2023 Outlot Costs Per Lot (Phase II of Meadowbrook Farms of Meadowbrook Estates and Princeton Homesite Condominium Association Plats only)

2023 Outlot

PWC 0942077	EA	1	\$ 3,206.00	\$ 3,206.00
<hr/>				
Total				\$ 3,206.00

Total Units in Phase II of Meadowbrook Farms of Meadowbrook Estates and Princeton Homesite Condominium Association Plats = 79 units

Computation of Unit Cost:  $\frac{\$ 3,206.00}{79 \text{ units}} = \$ 40.58/\text{unit}$

Use \$ 40.58/unit as the 2023 Outlot Unit Rate per lot.

February 23<sup>rd</sup>, 2023

An Area of Assessment in the Northwest  $\frac{1}{4}$  of Section 20 , T7N, R19E, In the City of Pewaukee, Waukesha County, Wisconsin. Bound and Described as Follows:

Commencing at the Northeast Corner of Said Northwest  $\frac{1}{4}$  Section 20; Thence  $S0^{\circ}16'13''E$  Along the East Line of Said NW  $\frac{1}{4}$  of Section 20, 1319.53 Feet, to the NE Corner of Addendum to Princeton Homesite Condominium Assn. Phase II; Thence  $S89^{\circ}43'04''W$  Along the North line of Said Addendum, 49.20 Feet to the NE Corner of Lot 40 of said Addendum, also being the Point of Beginning; Thence  $S0^{\circ}16'36''E$ , Along the East Line of Said Lot 40, 170.00 Feet, to a point on the North R/W Line of Milkweed Lane; Thence  $N89^{\circ}43'04''E$  Along Said North R/W line, 49.16 Feet, to a Point on the East Line of Said NW  $\frac{1}{4}$  of Section 20; Thence  $S00^{\circ}16'13''E$  Along Said East Line, 60.00 Feet to a point on the South R/W Line of Milkweed Lane; Thence  $S89^{\circ}43'04''W$ , Along Said South R/W Line, 46.15 Feet; Thence  $S0^{\circ}16'58''E$ , 200.00 Feet; Thence  $S89^{\circ}43'04''W$ , 180.00 Feet; Thence  $S31^{\circ}19'31''W$ , 152.64 Feet; Thence  $S50^{\circ}40'56''W$ , 142.90 Feet; Thence  $S89^{\circ}43'04''W$ , 155.00 Feet; Thence  $N57^{\circ}15'30''W$ , 238.54 Feet; Thence  $S51^{\circ}29'02''W$ , 210.06 Feet; Thence  $S89^{\circ}43'04''W$ , 210.00 Feet; Thence  $N60^{\circ}50'00''W$ , 201.38 Feet; Thence  $S44^{\circ}18'56''W$ , 171.47 Feet; Thence  $N51^{\circ}48'00''W$ , 150.00 Feet to a Point on the Easterly R/W Line of Milkweed Lane; Thence  $S38^{\circ}12'00''W$  Along Said Easterly R/W Line, 161.70 feet; Thence continuing Along Said Easterly R/W, Along the Arc of a Curve, whose Center is to the NW, With a Radius of 230.00 Feet, Whose Chord Bears  $S54^{\circ}01'52''W$  125.49 Feet, 127.00 Feet: Thence Continuing Along Said R/W  $S69^{\circ}51'45''W$ , 22..24 Feet; Thence  $N39^{\circ}40'39''W$  Along an extension of the Northerly R/W Line of E. Fieldhack Dr., 158.42 Feet; Thence Continuing Along Said Northerly R/W, Along the Arc of a Curve whose Center is to he SW, With a Radius of 610.00 Feet, Whose Chord Bears  $N58^{\circ}17'49''W$  389.52 Feet, 396.47 Feet to a Point on the Easterly R/W Line of C.T.H "G"- Meadowbrook Rd.; Thence  $N13^{\circ}05'04''E$  Along Said Easterly R/W Line, 708.34 Feet to he NW Corner of Lot 6 Block 4 of Phase II Meadowbrook Farms of Meadowbrook Estates; Thence  $S76^{\circ}54'56''E$  Along the North Line of Said Lot 6, 242.00 Feet to a Point on the East R/W line of Shooting Star Rd.; Thence  $N13^{\circ}05'04''E$  Along Said East R/W Line, 28.92 Feet to the SW Corner of Lot 1, Block 3 of Phase I Meadowbrook Farms of Meadowbrook Estates; Thence  $S76^{\circ}54'56''E$  Along the South Line of Said Lot 1, 140.00 Feet to the SW Corner of Lot 2 Block 3 of Phase 1 Meadowbrook Farms of Meadowbrook Estates; Thence  $S49^{\circ}19'15''E$  Along the South Line of Said Lot 2, 141.60 Feet to the SE Corner of Said Lot 2; Thence  $N89^{\circ}43'04''E$  Along the South line of Phase I Meadowbrook Farms of Meadowbrook Estates, 1535.04 Feet, to the Point of Beginning.

Dave Geis  
Senior Engineering Technician  
City of Pewaukee

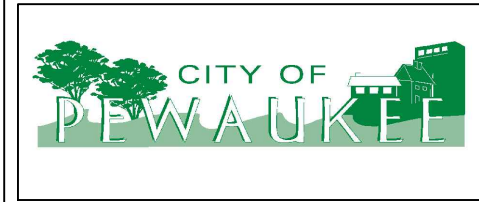
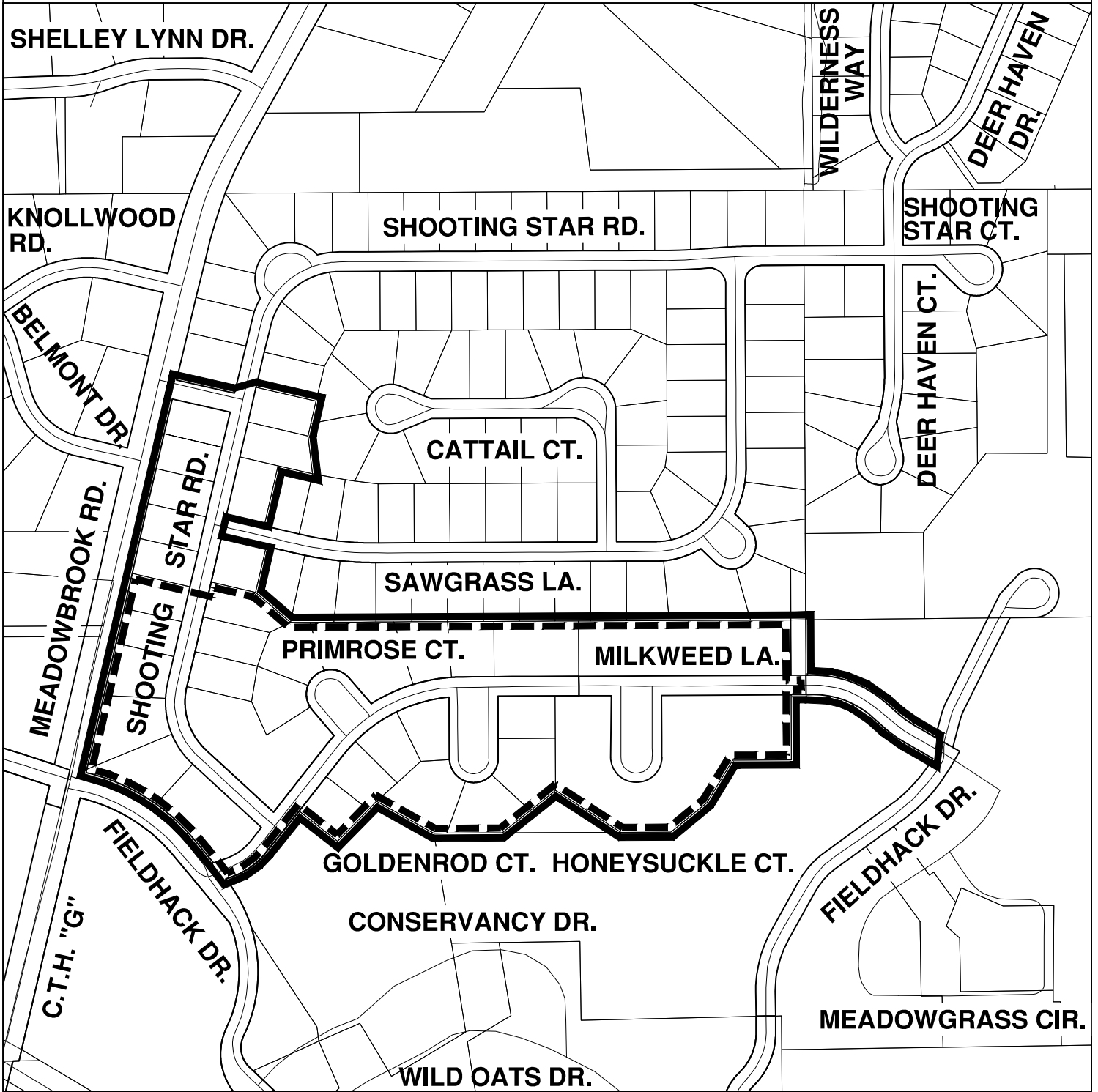
February 8<sup>th</sup>, 2023

An Area of Assessment in the Northwest ¼ of Section 20 , T7N, R19E, In the City of Pewaukee, Waukesha County, Wisconsin. Bound and Described as Follows:

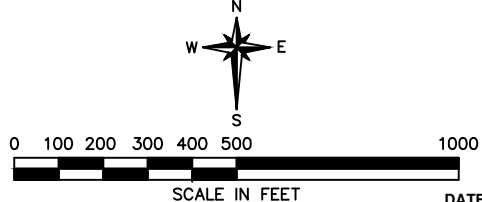
Commencing at the Northeast Corner of Said Northwest ¼ Section 20; Thence S0°16'13"E Along the East Line of Said NW ¼ of Section 20, 1319.53 Feet, to the NE Corner of Addendum to Princeton Homesite Condominium Assn. Condominium Community, also being the Point of Beginning; Thence continuing S0°16'13"E, 230.00 Feet to a point on the south R/W Line of Milkweed Lane; Thence S89°43'04"W Along Said South R/W line, 46.15 Feet; Thence S0°16'58"E, 200.00 Feet; Thence S89°43'04"W, 180.00 Feet; Thence S31°19'31"W, 152.64 Feet; Thence S50°40'56"W, 142.90 Feet; Thence S89°43'04"W, 155.00 Feet; Thence N57°15'30"W, 238.54 Feet; Thence S51°29'02"W, 210.06 Feet; Thence S89°43'04"W, 210.00 Feet; Thence N60°50'00"W, 201.38 Feet; Thence S44°18'56"W, 171.47 Feet; Thence N51°48'00"W, 150.00 Feet to a Point on the Easterly R/W Line of Milkweed Lane; Thence S38°12'00"W Along Said Easterly R/W Line, 161.70 feet; Thence continuing Along Said Easterly R/W, Along the Arc of a Curve, whose Center is to the NW, With a Radius of 230.00 Feet, Whose Chord Bears S54°01'52"W 125.49 Feet, 127.00 Feet: Thence Continuing Along Said R/W S69°51'45"W, 22..24 Feet; Thence N39°40'39"W Along an extension of the Northerly R/W Line of E. Fieldhack Dr., 158.42 Feet; Thence Continuing Along Said Northerly R/W, Along the Arc of a Curve whose Center is to the SW, With a Radius of 610.00 Feet, Whose Chord Bears N58°17'49W 389.52 Feet, 396.47 Feet to a Point on the Easterly R/W Line of C.T.H "G"- Meadowbrook Rd.; Thence N13°05'04"E Along Said Easterly R/W Line, 1268.34 Feet to the SW Corner of Lot 1 Block 1 of Phase I Meadowbrook Farms of Meadowbrook Estates; Thence S76°54'56"E Along the South Line of Said Lot 1, 182.00 Feet to a Point on the West R/W line of Shooting Star Rd.; Thence S80°39'13"E, 60.13 Feet to a Point on the East R/W Line of Shooting Star Rd., Also being the SW Corner of Lot 1 Block 2 of Phase I Meadowbrook Farms of Meadowbrook Estates; Thence S76°54'56"E, Along the South Line of Said Lot 1, 190.00 Feet, to the NE Corner of Lot 2 Block 2 of said Phase I; Thence S13°05'04"W Along the East Line of Said Lot 2, 110.00 to the SE Corner of Said Lot 2; Thence S6°53'55"E, 117.05 Feet, to the NE Corner of Lot 5 Block 2 of Said Phase I; Thence N76°54'56"W Along the North Line of Said Lot 5, 110.00 Feet to the NW Corner of Said Lot 5; Thence S13°05'04"W Along the West Line of Said Lot 5, 190.00 Feet to a Point on the North R/W Line of Sawgrass Lane; Thence N76°54'56"W Along Said North R/W Line, 120.00 Feet to a Point on the East R/W Line of Shooting Star Rd.; Thence S13°05'04"W Along Said East R/W Line, 60.00 Feet to a Point on the South R/W Line of Sawgrass Lane; Thence S76°54'56"E Along Said South R/W Line, 140.00 Feet to the NE Corner of Lot 1 Block 3 of Said Phase I; Thence S13°05'04"W Along the East Line of Said Lot 1 Block 3, 145.00 Feet to the SW Corner of Lot 2, Block 3 of Phase I Meadowbrook Farms of Meadowbrook Estates; Thence S49°19'15"E Along the South Line of Said Lot 2, 141.60 Feet to the SE Corner of Said Lot 2; Thence N89°43'04"E Along the South line of Phase I Meadowbrook Farms of Meadowbrook Estates, 1584.24 Feet, to the Point of Beginning.

Dave Geis  
Senior Engineering Technician  
City of Pewaukee

MEADOWBROOK FARMS PHASE 3  
 ROAD RESURFACING  
 RD-23-57556  
 ROAD & OUTLOT ASSESSMENT  
 CITY OF PEWAUKEE  
 WAUKESHA COUNTY, WISCONSIN



**LEGEND**  
 - - - - - OUTLOT ASSESSMENT AREA BOUNDARY  
 \_\_\_\_\_ ROAD ASSESSMENT AREA BOUNDARY



DATE: FEBRUARY 22, 2023

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 MEADOWBROOK FARMS PHASE 3 RECONSTRUCTION  
 RD-23-57556

\*\*Outlots are divided equally among all lots in the Phase II Meadowbrook Farms of Meadowbrook Estates and Princeton Homesite Condominium Association Plats

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
1	MICHELE PATRIZIO PUNZO MARY JO PUNZO W268N2134 SHOOTING STAR RD PEWAUKEE WI 53072-5466	PWC 0942015	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,206.00
2	CHRISTOPHER ANDRESKI JEAN ANDRESKI W268N2114 SHOOTING STAR RD PEWAUKEE WI 53072-5466	PWC 0942016	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,206.00
3	JAMES HOBBIK DAWN HOBBIK W268N2110 SHOOTING STAR RD PEWAUKEE WI 53072	PWC 0942017	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,206.00
4	OLIVER DEGNAN DEBORAH DEGNAN N20W26797 SAWGRASS LN PEWAUKEE WI 53072-5460	PWC 0942046	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,206.00
5	THOMAS FISCHER DEBRA FISCHER W268N2091 SHOOTING STAR RD PEWAUKEE WI 53072	PWC 0942058	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,206.00
6	DAVID L BERLOWSKI CLARE L SCHAEFFER W268N2089 SHOOTING STAR RD PEWAUKEE WI 53072	PWC 0942059	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,206.00
7	BRIAN AND CHRISTINE YEHLE REVOCABLE TRUST DATED APRIL 9, 2014 W268N2065 SHOOTING STAR RD PEWAUKEE WI 53072-5468	PWC 0942060	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,206.00
8	JONATHAN RESEBURG AMANDA RESEBURG W268N2043 SHOOTING STAR RD PEWAUKEE WI 53072	PWC 0942061	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,206.00
9	JASON M AND HEIDI S SCHRADER JOINT REVOCABLE LIVING TRUST W268N2021 SHOOTING STAR RD PEWAUKEE WI 53072-5468	PWC 0942062	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,206.00

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
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NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
10	EDWARD DOW STEFANIE DOW W268N1988 SHOOTING STAR RD PEWAUKEE WI 53072	PWC 0942063	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
11	RUSSELL J BOIE PAULETTE A BOIE W268N1964 SHOOTING STAR RD PEWAUKEE WI 53072	PWC 0942064	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
12	BARBARA J NEUWORTH REVOCABLE TRUST W268N1944 SHOOTING STAR RD UNIT A PEWAUKEE WI 53072-5650	PWC 0942065001	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
13	THE NOREEN A BARCLAY LIVING TRUST W268N1944 SHOOTING STAR RD UNIT B PEWAUKEE WI 53072-5471	PWC 0942065002	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
14	STEVEN D DURANSO MARY J DURANSO W268N1926 SHOOTING STAR RD UNIT A PEWAUKEE WI 53072-5656	PWC 0942066003	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
15	NANCY A HUIBREGTSE W268N1926 SHOOTING STAR RD UNIT B PEWAUKEE WI 53072	PWC 0942066004	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
16	ARDIS HORWICH 1005 BONNIE BRAE PL APT 4F RIVER FOREST IL 60305-1533	PWC 0942067001	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
17	JEROME L HEGY JANICE K HEGY N19W26738 MILKWEED LN UNIT B PEWAUKEE WI 53072	PWC 0942067002	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
18	ELLEN L ROBINSON N19W26734 MILKWEED LN UNIT A PEWAUKEE WI 53072-5658	PWC 0942068003	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
19	HARVEY A MAKOS BARBARA J MAKOS N19W26734 MILKWEED LN UNIT B PEWAUKEE WI 53072-5658	PWC 0942068004	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 MEADOWBROOK FARMS PHASE 3 RECONSTRUCTION  
 RD-23-57556

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NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
20	EDWARD BLESKE JANELLS BLESKE N19W26720 PRIMROSE CT UNIT A PEWAUKEE WI 53072	PWC 0942069001	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
21	CASPER A BALISTRERI SARA ANN BALISTRERI N19W26720 PRIMROSE CT UNIT B PEWAUKEE WI 53072-5659	PWC 0942069002	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
22	PATRICK HOWELL JANE HOWELL 604 CLUB HOUSE RD VENICE FL 34285-2909	PWC 0942070001	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
23	JOHN W GETTELMAN KAREN A GETTTELMAN N19W26716 PRIMROSE CT UNIT B PEWAUKEE WI 53072-5660	PWC 0942070002	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
24	MICHAEL J FRUIN REVOCABLE TRUST N19W26710 PRIMROSE CT UNIT A PEWAUKEE WI 53072-5661	PWC 0942071001	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
25	LAWRENCE S & JUDY A TRUNEC REVOCABLE LIVING TRUST N19W26710 PRIMROSE CT UNIT B PEWAUKEE WI 53072-5661	PWC 0942071002	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
26	JO ANN FIORENZA REVOCABLE LIVING TRUST N19W26702 MILKWEED LN UNIT A PEWAUKEE WI 53072-5477	PWC 0942072003	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
27	BROWNING FAMILY TRUST 7068 ESTRELLA DE MAR RD CARLSBAD CA 53072-5477	PWC 0942072004	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
28	RENATE E HOFMANN REVOCABLE LIVING TRUST DATED 7/31/2013 N19W26692 MILKWEED LN UNIT A PEWAUKEE WI 53072	PWC 0942073001	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 MEADOWBROOK FARMS PHASE 3 RECONSTRUCTION  
 RD-23-57556

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NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
29	HARRY S BRILL N19W26692 MILKWEED LN UNIT B PEWAUKEE WI 53072	PWC 0942073002	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
			2023 Outlot	1	\$ 40.58	\$ 40.58		
30	JUDITH H STEWART LIVING TRUST N19W26686 MILKWEED LN UNIT A PEWAUKEE WI 53072	PWC 0942074001	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
			2023 Outlot	1	\$ 40.58	\$ 40.58		
31	THE BJORKQUIST REVOCABLE TRUST N19W26686 MILKWEED LN UNIT B PEWAUKEE WI 53072-5651	PWC 0942074002	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
			2023 Outlot	1	\$ 40.58	\$ 40.58		
32	RICHARD SPENCER JANINE SPENCER N19W26672 MILKWEED LN UNIT A PEWAUKEE WI 53072-5655	PWC 0942075001	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
			2023 Outlot	1	\$ 40.58	\$ 40.58		
33	EUGENE H MAURER JR CAROL L MAURER N19W26672 MILKWEED LN UNIT B PEWAUKEE WI 53072	PWC 0942075002	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
			2023 Outlot	1	\$ 40.58	\$ 40.58		
34	TERESA A SEVERINSEN REVOCABLE LIVING TRUST OF 2016 N19W26664 MILKWEED LN UNIT A PEWAUKEE WI 53072-5652	PWC 0942076001	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
			2023 Outlot	1	\$ 40.58	\$ 40.58		
35	CHARLES J VAN HORNE CATHLEEN R VAN HORNE N19W26664 MILKWEED LN UNIT B PEWAUKEE WI 53072-5652	PWC 0942076002	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
			2023 Outlot	1	\$ 40.58	\$ 40.58		
36	MEADOWBROOK FARMS HOMEOWNERS ASSOCIATION C/O ROY & DEBRA BRENT N20W26623 SAWGRASS LN PEWAUKEE WI 53072	PWC 0942077	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	**
37	RAMANI RAMCHANDRAN W268N1999 SHOOTING STAR RD PEWAUKEE WI 53072	PWC 0942078	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
			2023 Outlot	1	\$ 40.58	\$ 40.58		
38	BARBARA SWEET W268N1983 SHOOTING STAR RD PEWAUKEE WI 53072	PWC 0942079	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
			2023 Outlot	1	\$ 40.58	\$ 40.58		

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 MEADOWBROOK FARMS PHASE 3 RECONSTRUCTION  
 RD-23-57556

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NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
39	KELLY M MCRAE REVOCABLE TRUST W268N1961 SHOOTING STAR RD PEWAUKEE WI 53072-5470	PWC 0942080	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
40	MICHAEL J MUCHOWSKI LAURA M MUCHOWSKI W268N1947 SHOOTING STAR RD UNIT A PEWAUKEE WI 53072-5594	PWC 0942081001	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
41	THOMAS ALLEN GRUENKE LYNN MARY GRUENKE W268N1947 SHOOTING STAR RD UNIT B PEWAUKEE WI 53072-5594	PWC 0942081002	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
42	TERRY D HILL KELLY M HILL 1414 SUNNY RIDGE RD 1 PEWAUKEE WI 53072-3889	PWC 0942082001	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
43	KAREN L PEDERSON W268N1935 SHOOTING STAR RD UNIT B PEWAUKEE WI 53072-5647	PWC 0942082002	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
44	DEBORAH M PATZ REVOCABLE TRUST W268N1921 SHOOTING STAR RD UNIT A PEWAUKEE WI 53072	PWC 0942083001	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
45	ROSEMARY SCHOLL REVOCABLE TRUST W268N1921 SHOOTING STAR RD UNIT B PEWAUKEE WI 53072-5648	PWC 0942083002	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
46	LOB 2016 REVOCABLE TRUST W268N1913 SHOOTING STAR RD UNIT A PEWAUKEE WI 53072-5649	PWC 0942084003	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
47	WILLIAM GOODMAN FAMILY TRUST W268N1913 SHOOTING STAR RD UNIT B PEWAUKEE WI 53072-5649	PWC 0942084004	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
48	PATRICK J LYDDANE ANN M LYDDANE N19W26733 MILKWEED LN UNIT A PEWAUKEE WI 53072-5477	PWC 0942085001	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 MEADOWBROOK FARMS PHASE 3 RECONSTRUCTION  
 RD-23-57556

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NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
49	WILLIAM L BREMER JAN M BREMER N19W26733 MILKWEED LN UNIT B PEWAUKEE WI 53072-5477	PWC 0942085002	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
50	SHARON P MOORE REVOCABLE TRUST N19W26723 MILKWEED LN UNIT A PEWAUKEE WI 53072-5477	PWC 0942086001	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
51	LORRAINE M HAERLE N19W26723 MILKWEED LN UNIT B PEWAUKEE WI 53072-5477	PWC 0942086002	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
52	BARRY PLICHTA & MARY MOLLING REVOCABLE TRUST N19W26707 MILKWEED LN UNIT A PEWAUKEE WI 53072	PWC 0942087003	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
53	SUSAN L HEITZ N19W26707 MILKWEED LN UNIT B PEWAUKEE WI 53072-5477	PWC 0942087004	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
54	ROBERT E LARSON BARBARA J LARSON N19W26693A GOLDENROD CT PEWAUKEE WI 53072-5478	PWC 0942088001	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
55	CLARE REARDON N19W26693B GOLDENROD CT PEWAUKEE WI 53072-5478	PWC 0942088002	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
56	THOMAS J NELSON LIVING TRUST N19W26683A GOLDENROD CT PEWAUKEE WI 53072-5478	PWC 0942089004	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
57	MARY B PETERS REVOCABLE TRUST N19W26683B GOLDENROD CT PEWAUKEE WI 53072-5478	PWC 0942089005	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
58	THOMAS DASSOW BARBARA VAN DAM N19W26689A GOLDENROD CT PEWAUKEE WI 53072-5478	PWC 0942089006	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 MEADOWBROOK FARMS PHASE 3 RECONSTRUCTION  
 RD-23-57556

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NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
59	PETER S LEYDORF AND SANDRA M LEYDORF REVOCABLE TRUST N19W26689B GOLDENROD CT PEWAUKEE WI 53072-5478	PWC 0942089007	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
60	JOHN C AND MARGARET L ZIEGLER REVOCABLE TRUST N19W26671A GOLDENROD CT PEWAUKEE WI 53072-5478	PWC 0942089008	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
61	DONALD KONEVAL MARY BETH KONEVAL N19W26671B GOLDENROD CT PEWAUKEE WI 53072-5478	PWC 0942089009	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
62	ANN KNUESE A/K/A ANN MAE STEINBERG N19W26669 MILKWEED LN UNIT A PEWAUKEE WI 53072-5473	PWC 0942093003	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
63	MICHALSKI REVOCABLE TRUST N19W26669 MILKWEED LN UNIT B PEWAUKEE WI 53072-5473	PWC 0942093004	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
64	CITY OF PEWAUKEE W240N3065 PEWAUKEE RD PEWAUKEE WI 53072	PWC 0942141	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43		\$ 6,867.43
65	JUDITH W LITVIN TRUSTEE OF JUDITH W LITVIN REVOCABLE TRUST N19W26634 MILKWEED LN UNIT A PEWAUKEE WI 53072-5653	PWC 0942142001	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
66	KAREN A BURDETTE N19W26634 MILKWEED LN UNIT B PEWAUKEE WI 53072-5653	PWC 0942142002	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58
67	SHEEHAN REVOCABLE TRUST DATED MAY 29, 2015 N19W26604 MILKWEED LN UNIT A PEWAUKEE WI 53072-5654	PWC 0942142003	Road Reconstruction 2023 Outlot	1 1	\$ 6,867.43 \$ 40.58	\$ 6,867.43 \$ 40.58	\$ 3,206.00	\$ 3,246.58

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 MEADOWBROOK FARMS PHASE 3 RECONSTRUCTION  
 RD-23-57556

\*\*Outlots are divided equally among all lots in the Phase II Meadowbrook Farms of Meadowbrook Estates and Princeton Homesite Condominium Association Plats

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
68	STEPHANI S MELVILLE REVOCABLE LIVING TRUST N19W26604 MILKWEED LN UNIT B PEWAUKEE WI 53072-5654	PWC 0942142004	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
69	JERRY R HOGAN N19W26574 MILKWEED LN UNIT A PEWAUKEE WI 53072-6625	PWC 0942142005	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
70	MICHAEL T GUENTHER N19W26574 MILKWEED LN UNIT B PEWAUKEE WI 53072-6625	PWC 0942142006	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
71	THE PHYLLIS DECOSTE REVOCABLE TRUST N19W26544 MILKWEED LN UNIT A PEWAUKEE WI 53072-6625	PWC 0942142007	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
72	KAHL JOINT REVOCABLE TRUST N19W26544 MILKWEED LN UNIT B PEWAUKEE WI 53072-6625	PWC 0942142008	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
73	KETKI YAMDAGNI AKHIL YAMDAGNI N19W26514 MILKWEED LN UNIT A PEWAUKEE WI 53072-6625	PWC 0942142009	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
74	LARRY NOWAKOWSKI NINA A ZIETARA-NOWAKOWSKI N19W26514 MILKWEED LN UNIT B PEWAUKEE WI 53072-6625	PWC 0942142010	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
75	WALTER E RUSSELL SHARON R RUSSELL N19W26655 MILKWEED LN UNIT A PEWAUKEE WI 53072-5473	PWC 0942142011	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
76	DARLENE M WEIS REVOCABLE TRUST OF 2016 N19W26655 MILKWEED LN UNIT B PEWAUKEE WI 53072-5473	PWC 0942142012	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
77	ARLENE M IGLAR N19W26637 HONEYSUCKLE CT UNIT A PEWAUKEE WI 53072-5414	PWC 0942142013	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 MEADOWBROOK FARMS PHASE 3 RECONSTRUCTION  
 RD-23-57556

\*\*Outlots are divided equally among all lots in the Phase II Meadowbrook Farms of Meadowbrook Estates and Princeton Homesite Condominium Association Plats

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
78	THE RONALD R AND ELLEN M VERMILLION REVOCABLE TRUST N19W26637 HONEYSUCKLE CT UNIT B PEWAUKEE WI 53072-5414	PWC 0942142014	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
79	KATHLEEN NEUHARTH WADE NEUHARTH N19W26619 HONEYSUCKLE CT UNIT A PEWAUKEE WI 53072-5414	PWC 0942142015	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
80	HOLLY L HASELEY N19W26619 HONEYSUCKLE CT UNIT B PEWAUKEE WI 53072-5414	PWC 0942142016	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
81	TIMOTHY D MCCARTHY N19W26601 HONEYSUCKLE CT UNIT A PEWAUKEE WI 53072-5414	PWC 0942142017	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
82	RONALD R POE AND BARBARA A POE 2006 LIVING TRUST N19W26601 HONEYSUCKLE CT UNIT B PEWAUKEE WI 53072-5414	PWC 0942142018	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
83	WILLIAM J LISTWAN SURVIVOTS TRUST N19W26595 HONEYSUCKLE CT UNIT A PEWAUKEE WI 53072-5414	PWC 0942142019	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
84	ROBIN R ECOFF N19W26595 HONEYSUCKLE CT UNIT B PEWAUKEE WI 53072-5414	PWC 0942142020	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
85	WILLIAM F AND SUSAN B WROBLEWSKI N19W26583 HONEYSUCKLE CT UNIT A PEWAUKEE WI 53072-5414	PWC 0942142021	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
86	DANIEL R WOLFGRAM LORI A WOLFGRAM N19W26583 HONEYSUCKLE CT UNIT B PEWAUKEE WI 53072	PWC 0942142022	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		
87	TIMOTHY D KEEHAN EVELYN M KEEHAN N19W26543 MILKWEED LN UNIT A PEWAUKEE WI 53072-6625	PWC 0942142023	Road Reconstruction 2023 Outlot	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
				1	\$ 40.58	\$ 40.58		

SCHEDULE C  
 FINAL ASSESSMENT ROLL  
 MEADOWBROOK FARMS PHASE 3 RECONSTRUCTION  
 RD-23-57556

\*\*Outlots are divided equally among all lots in the Phase II Meadowbrook Farms of Meadowbrook Estates and Princeton Homesite Condominium Association Plats

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
88	MARK GIESE PATRICIA GIESE N19W26543 MILKWEED LN UNIT B PEWAUKEE WI 53072-6625	PWC 0942142024	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
			2023 Outlot	1	\$ 40.58	\$ 40.58		
89	DONALD W GRAFF LYNN M GRAFF N19W26511 MILKWEED LN UNIT A PEWAUKEE WI 53072-6625	PWC 0942142025	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
			2023 Outlot	1	\$ 40.58	\$ 40.58		
90	THOMAS G FOTI AND BRENDA FOTI REVOCABLE LIVING TRUST 5700 DARTMOOR DR FITCHBURG WI 53711-7207	PWC 0942142026	Road Reconstruction	1	\$ 6,867.43	\$ 6,867.43	\$ 3,206.00	\$ 3,246.58
			2023 Outlot	1	\$ 40.58	\$ 40.58		
TOTAL CONTRIBUTION IN AID OF 2023 ROAD RECONSTRUCTION				90				\$ 292,201.25
TOTAL CONTRIBUTION IN AID OF 2023 ROAD RECONSTRUCTION (OUTLOT)				79				

**RESOLUTION 26-03-01**

**SPECIAL ASSESSMENTS FOR MEADOWBROOK FARMS PHASE 3 SUBDIVISION  
PAVEMENT RECONDITIONING AND RELATED FACILITIES  
(PURSUANT TO SECTION 66.0703, WISCONSIN STATUTES)**

**WHEREAS**, the Common Council has adopted a special assessment policy regarding the improvement of all streets, roads, and related facilities; and,

**WHEREAS**, the Common Council of the City of Pewaukee did authorize the cost of the road rehabilitation, drainage improvements, and appurtenances of Meadowbrook Farms Phase 3; and,

**WHEREAS**, the Common Council of the City of Pewaukee, Waukesha County, Wisconsin held a public hearing at City Hall Common Council Chambers, located at W240N3065 Pewaukee Road, Pewaukee, WI at 6:00 p.m. on the 20<sup>th</sup> day of March 2023 to receive comments from those property owners directly affected by such improvements; and,

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Common Council of the City of Pewaukee, to adopt this resolution as follows:

1. That the final report prepared by the City Engineer dated March 2, 2026, is hereby adopted and made a part of this resolution.
2. That the total cost of said improvement of \$ 1,208,637.56, including engineering and contingency fees, be paid by assessing the cost to the properties benefited as shown in the said report and based upon the adopted special assessment policies of the City of Pewaukee.
3. That the benefit shown in the report, as modified, is true and correct and has been determined on a reasonable basis and is hereby confirmed.
4. That this assessment is an exercise of the police power of the City of Pewaukee and has been determined on a reasonable basis and will result in a benefit to each property being assessed.
5. That the Common Council has previously determined that the bid for the drainage improvements and road rehabilitation of Meadowbrook Farms Phase 3 to Wolf Paving Company, Incorporated, based on the lowest qualified bid, be accepted, and that contract was thereupon let to said bidder in the bid amount of \$ 1,151,874.10.

6. That the payment for the debt incurred for the curb and road be made by assessing the cost to the property benefited, and on the following terms and conditions:
  - a. **Road Assessment:**
    - i. The Road Assessment is \$ 6,867.43 per unit, which is capped at \$ 3,206.00 per unit for single-family, duplex residential, and residential condominium properties. That the assessments may be paid in cash in full on or before October 31, 2026, or in ten annual installments to the City Treasurer, installment payments to bear simple annual interest at the rate of 5.50% per annum on the unpaid balance, and said first installment being due on the date when real estate taxes are due and annually by October 31<sup>st</sup> thereafter. All assessments are due at the time of sale. All assessments or installments that are not paid by the date specified shall be extended upon the tax roll as a delinquent tax against the property, and all proceedings concerning the collection, return, and sale of the property for delinquent real estate taxes shall apply to such assessment, except as otherwise provided by statute.
  - b. **Outlot Assessment:**
    - i. The Outlot Assessment is \$ 40.58 per unit for the seventy-nine residential lots within the Phase II of Meadowbrook Farms of Meadowbrook Estates and Princeton Homesite Condominium Association Plats. That the assessments may be paid in cash in full on or before October 31, 2026, or in ten annual installments to the City Treasurer, installment payments to bear annual simple interest at the rate of 5.50% per annum on the unpaid balance, and said first installment being due on the date when real estate taxes are due and annually by October 31<sup>st</sup> thereafter. All assessments are due at the time of sale. All assessments or installments that are not paid by the date specified shall be extended upon the tax roll as a delinquent tax against the property, and all proceedings concerning the collection, return, and sale of the property for delinquent real estate taxes shall apply to such special assessment, except as otherwise provided by statute.
7. That the City Clerk shall publish this Final Resolution as a Class 1 Notice in the area upon which this assessment is levied and shall mail a copy of this Resolution and a statement of the final assessment against the benefited properties to each property owner who appears on the assessment roll, whose post office address is known or can, with reasonable diligence, be ascertained. In the notice published and mailed, a map shall be enclosed and shall be published and mailed with the notice as will reasonably describe the area upon which this assessment is being levied. This assessment is levied upon all properties within the project area having direct access to Meadowbrook Farms Phase 3. Each of said property owners shall be assessed in accordance with the Engineer's Report.

8. This Final Resolution is passed and adopted on the 2<sup>nd</sup> day of March 2026.

CITY OF PEWAUKEE

X

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Steve Bierce  
Mayor

ATTEST:

X

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Kelly Tarczewski  
Clerk/Treasurer

## City of Pewaukee - New Agenda Item

### Agenda Language:

Discussion and Possible Action Regarding ALTA Ridgeview Apartments [Wagner]

1. Adopt Resolution 26-03-02 Accepting Public Utilities ALTA Ridgeview Apartments Development
2. Approve the Letter of Credit First Reduction from \$490,000 to \$45,000 (A Reduction of \$445,000)

### Sub Item Agenda Language:

### Background Provided By:

Magdelene Wagner

### Background:

The Alta/Ridgeview Apartments public infrastructure has been constructed through binder asphalt. In accordance with the Developer's Agreement, the City must adopt an accepting resolution for the public utilities. This begins the 1 year guarantee per the Developer's Agreement. The development has to finalize the surface paving, however, these roads are private so it not impacted by the Developer's Agreement.

The Developer has requested a reduction in the letter of credit for the public infrastructure. This is the first letter of credit reduction from \$490,000 to \$45,000 (A Reduction of \$445,000). We recommend reducing the letter of credit for the 1 year guarantee period. Staff believes this value is adequate for any remaining punchlist items and potential damage from the surface paving.

### Fiscal Impact:

### Recommended Motion:

Council approve the resolution and reduce the letter of credit from \$490,000 to \$45,000 (a reduction of \$445,000).

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# RIDGEVIEW LLC

710 North Plankinton Avenue  
Milwaukee, WI 53203  
Phone (414) 274-2488 ♦ Fax (414) 274-2711

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February 18, 2026

Magdelene Wagner  
Director of Public Works  
City of Pewaukee City Hall  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53203

**RE: Request for City of Pewaukee Acceptance of Installed Public Utilities (Water System and Sewerage System) and the Reduction in Standby Letter of Credit No.: HACH726224OS for the ALTA Apartments (formerly Ridgeview Apartments) located at W233 N2094 Ridgeview Parkway, Pewaukee, Wisconsin 53186**

Dear Maggie,

Based on our previous conversation and based on the work completed at our ALTA Apartments, we are requesting the City of Pewaukee acceptance of the installed utilities of the sewerage system and water system of which services the ALTA Apartments located at W233 N2094 Ridgeview Parkway as per the Developer's Agreement (dated October 2, 2024).

We are also requesting a reduction in our Standby Letter of Credit with BMO Bank, N.A. (current and original total balance of \$490,000). Based on the substantial work completed at the development, the binder course of asphalt being installed during the week of November 17, 2025, that as of the date of this letter four of the six buildings having occupancy permits with occupants, we are requesting that the balance of the Standby Letter of Credit be reduced to a new balance of \$45,000. And such amount shall be held during the remainder of the guarantee period.

The original and current Standby Letter of Credit balance is \$490,000. Based on the enclosed paid progress payments to Horizon Construction Group, Inc. with payment to their subcontractor BMCI Construction, Inc., we are requesting a reduction of the Standby Letter of Credit in the amount of \$445,000. Attached is the Application and Certificate for Payment, Contractor-Subcontractor Version dated October 2025 indicating total Site Utility costs of \$1,087,000, showing 100% completion, showing \$0.00 balance to complete with retainage of \$54,350.00. As the City knows, this value and completion not only is for the public utilities but also includes the private utilities portion within the development. Also, attached is the Waiver of Lien to Date (dated November 30, 2025) for the BMCI Construction, Inc. subcontractor (which is not only performing utility work on the site but also earthwork) showing that the waiver is clearing \$2,287,815.27 of the total amount (which includes suppliers) with extras of \$2,524,694.58. This amount well exceeds the amount covered by the public utility installation portion of their contract.

We believe the remaining balance of \$45,000 of the Standby Letter of Credit is ample to continue the financial guarantee during the guarantee period for the ALTA Apartments development.

Please call me if you have any questions at (414) 274-2488.

Sincerely,  
**Ridgeview, LLC**  
By: **Towne Realty, Inc., Manager**

  
James W. Doering  
Director of Development and Acquisitions

WAIVER OF LIEN TO DATE



STATE OF WISCONSIN  
COUNTY OF

Gty #  
Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Horizon Construction Group, Inc. to furnish Earthwork & Site Utilities for the premises known as Ridgeview Apartments of which Ridgeview LLC is the owner.

THE undersigned, for and in consideration of Forty eight thousand one hundred sixty five (\$48,165.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Wisconsin, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATED November 30, 2025

COMPANY NAME BMCI Construction, Inc.

ADDRESS 7040 N. Trenton Road, West Bend, Wisconsin, 53090

SIGNATURE AND TITLE

Sheila Foyse

office manager

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF WISCONSIN

COUNTY OF

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, Sheila Foyse BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS office manager OF BMCI Construction, Inc. WHO IS THE CONTRACTOR FURNISHING Earthwork & Site Utilities WORK ON THE BUILDING LOCATED AT W233N2090 – W233N2100 Ridgeview Parkway, Pewaukee, Wisconsin, 53188 OWNED BY Ridgeview LLC

That the total amount of the contract including extras\* is \$2,524,694.58 on which he or she has received payment of \$2,287,815.27 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAME AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
BMCI Construction, Inc.	Earthwork & Site Utilities	1,973,694.58	1,816,637.17	40,273.40	116,784.01
County Materials	Materials	100,000.00	91,222.15	0.00	8,777.85
Expeditors inc	materials	21,000.00	16,200.00	0.00	4,800.00
Ferguson	Materials	200,000.00	166,378.24	0.00	33,621.76
Lannon Stone Products, Inc.	materials	200,000.00	177,977.71	7,891.60	14,130.69
Schmitz Ready Mix	Materials	30,000.00	19,400.00	0.00	10,600.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		2,524,694.58	2,287,815.27	48,165.00	188,714.31

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE November 24, 2025

SIGNATURE Sheila Foyse  
office manager

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
24th day of November, 2025

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE  
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Ann Krajcarik  
NOTARY PUBLIC  
My Commission Expires: 13th day of December, 2028  
State of Wisconsin, Washington County  
Municipality of West Bend, #147081

f.1722 R5/96

Provided by Chicago Title Insurance Company



# AIA Document G702S<sup>®</sup> - 2017

## Application and Certificate for Payment, Contractor-Subcontractor Version

**TO CONTRACTOR:**  
 Horizon Construction Group, Inc.  
 5201 East Terrace Drive, Suite 300  
 Madison, Wisconsin 53718

**FROM SUBCONTRACTOR:**  
 BMCI Construction, Inc.  
 7040 N. Trenton Road  
 West Bend, Wisconsin 53090

**PROJECT:**  
 Ridgeway Apartments  
 W233N2090 - W233N2100 Ridgeway Parkway  
 Pewaukee, Wisconsin 53189, Waukesha County

**APPLICATION NO:** 11  
**PERIOD TO:** 10/31/25  
**SUBCONTRACT FOR:** 24014-00002 - Earthwork & Site Utilities  
**SUBCONTRACT DATE:** 10/31/24  
**PROJECT NOS:** HCGI-24014  
**INVOICE NUMBER:** 24014-00002-11

**Distribution to:**  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

### SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract, AIA Document G703<sup>®</sup>. Continuation Sheet is attached.

1. ORIGINAL SUBCONTRACT SUM ..... \$ 2,108,868.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ 415,826.58
3. SUBCONTRACT SUM TO DATE (Line 1+2) ..... \$ 2,524,694.58
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 2,408,226.58
5. RETAINAGE:
  - a. 5.0% of Completed Work  
 (Column D + E on G703) \$ 120,411.31
  - b. 0.0% of Stored Material  
 (Column F on G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE ..... \$ 120,411.31  
 (Line 4 minus Line 5 Total) \$ 2,287,815.27
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 2,256,465.27  
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$ 31,350.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 236,879.31  
 (Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$415,826.58	\$0.00
Total approved this month	\$0.00	\$0.00
<b>TOTAL</b>	<b>\$415,826.58</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>		<b>\$ 415,826.58</b>

The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, that all amounts have been paid by the Subcontractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor, and that current payment shown herein is now due.

**SUBCONTRACTOR:** BMCI Construction, Inc.  
 By: Studia Foye Date: October 21, 2025

State of: Wisconsin  
 County of: Washington  
 Subscribed and sworn to before me this 21st day of October, 2025  
 Notary Public: Ann Strydom  
 My commission expires: 12/13/28, #147081  
 State of Wisconsin, Municipality of West Bend, Washington County



# AIA Document G703S<sup>®</sup> - 2017

## Continuation Sheet, Contractor-Subcontractor Version

AIA Document G702<sup>®</sup>, Application and Certification for Payment, containing Subcontractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 11  
 APPLICATION DATE: 10/25/25  
 PERIOD TO: 10/31/25  
 ARCHITECT'S PROJECT NO: HCGI-24014

A	A.1	A.2	B	C	D		E		F	G	H	I
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)				
000*24014*S*13 03226209	312200	24014	000:312200-S-Earthwork	1,021,868.00	912,000.00	0.00	912,000.00	89.2%	109,868.00	45,600.00		
000*24014*S*13 03342913	330010	24014	000:330010-S-Site Utilities	1,087,000.00	1,054,000.00	0.00	1,087,000.00	100.0%	0.00	54,350.00		
001*24014*S*13 03337497	312200	24014	001:312200-Fence Install mowing	700.00	0.00	0.00	700.00	0.0%	700.00	0.00		
002*24014*O*13 03509488	904000	24014	002:411.0001-January Frost Ripping & Equipment Rental	71,702.00	71,702.00	0.00	71,702.00	100.0%	0.00	3,585.10		
003*24014*S*13 03516584	312200	24014	003:312200-Bond Cost	21,297.00	21,297.00	0.00	21,297.00	100.0%	0.00	1,064.85		
004*24014*O*13 03558032	904000	24014	004:411.0002-A4 Undercut & Stone, Winter Conditions	10,012.22	10,012.22	0.00	10,012.22	100.0%	0.00	500.61		
005*24014*S*13 03568756	319999	24014	005:319999-Trail Pad & Lot Prep	1,868.50	1,868.50	0.00	1,868.50	100.0%	0.00	93.42		
006*24014*O*13 03604923	904000	24014	006:411.0003-Frost Ripping Equipment Rental 3/1-3/14	21,250.00	21,250.00	0.00	21,250.00	100.0%	0.00	1,062.50		
007*24014*S*13 03609450	330010	24014	007:03609450-Storm Ripping & Storm Revisions	5,070.00	5,070.00	0.00	5,070.00	100.0%	0.00	253.50		
008*24014*S*13 03611631	319999	24014	008:319999-South Access Road & A4 Access	29,398.08	29,398.08	0.00	29,398.08	100.0%	0.00	1,469.90		

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# AIA Document G703S® - 2017

## Continuation Sheet, Contractor-Subcontractor Version

AIA Document G702®, Application and Certification for Payment, containing Subcontractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 11  
 APPLICATION DATE: 10/25/25  
 PERIOD TO: 10/31/25  
 ARCHITECT'S PROJECT NO.: HCGI-24014

A	A.1	A.2	B	C	D		E	F	G	H	I
					WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
009*24014*Q*13 03625664	904000	24014	009:INT0027-A4/A5 Winter Conditions & Winterline Unsuitable Soils	80,390.07	80,390.07	0.00	0.00	80,390.07	100.0%	0.00	4,010.50
009*24014*S*13 03625665	313000	24014	009:INT0027-A4/A5 Winter Conditions & Winterline Unsuitable Soils	1,752.50	1,752.50	0.00	0.00	1,752.50	100.0%	0.00	87.62
010*24014*S*13 03669659	313000	24014	010:ALL0005-CLAY 1 liner Import	37,250.00	37,250.00	0.00	0.00	37,250.00	100.0%	0.00	1,862.50
011*24014*S*13 03715049	313200	24014	011:ALL0006-2-year Rain Event Clay Liner	12,606.00	12,606.00	0.00	0.00	12,606.00	100.0%	0.00	630.30
012*24014*S*13 03831579	319999	24014	012:INT0035-Construct tion Site Staging & Access	12,098.86	12,098.86	0.00	0.00	12,098.86	100.0%	0.00	604.94
013*24014*S*13 03850438	319999	24014	013:INT0036-Cobble & Soils Removal for Staging Areas	15,000.00	15,000.00	0.00	0.00	15,000.00	100.0%	0.00	750.00
014*24014*S*13 03927062	319999	24014	014:ALL0008-Underc ut & Soil Stabilization Reconciliation	5,115.00	5,115.00	0.00	0.00	5,115.00	100.0%	0.00	255.75
014*24014*S*13 03927063	313000	24014	014:ALL0008-Underc ut & Soil Stabilization Reconciliation	8,697.93	8,697.93	0.00	0.00	8,697.93	100.0%	0.00	434.90
014*24014*S*13 03927064	313200	24014	014:ALL0008-Underc ut & Soil Stabilization Reconciliation	37,268.42	37,268.42	0.00	0.00	37,268.42	100.0%	0.00	1,863.42

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# AIA Document G703S<sup>®</sup> - 2017

## Continuation Sheet, Contractor-Subcontractor Version

AIA Document G702<sup>®</sup>, Application and Certification for Payment, containing Subcontractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 11  
 APPLICATION DATE: 10/25/25  
 PERIOD TO: 10/31/25  
 ARCHITECT'S PROJECT NO.: HCG1-24014

A	A.1	A.2	B	C	D		F	G	H	I	
					WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
015*24014*S*13 04024890	319999	24014	015:INT0047-A2 Temp Road & Hydrant Replacement	31,300.00	31,300.00	0.00	0.00	31,300.00	100.0%	0.00	1,565.00
016*24014*S*13 04088568	101419	24014	016:OCR045-Monument Sign Addition	5,900.00	0.00	0.00	0.00	0.00	0.0%	5,900.00	0.00
017*24014*S*13 04100168	330010	24014	017:OCR049-Storm Outlet Tree Clearing	7,150.00	7,150.00	0.00	0.00	7,150.00	100.0%	0.00	357.50
			GRAND TOTAL	\$2,524,694.58	\$2,375,226.58	\$0.00	\$2,408,226.58	95.4%	\$116,468.00	\$120,411.31	

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RESOLUTION NO. 26-03-02

A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS  
ALTA RIDGEVIEW APARTMENTS DEVELOPMENT

WHEREAS, Ridgeview, LLC, a Wisconsin limited liability company, and the City of Pewaukee, entered into a Developer’s Agreement dated October 2, 2024 on file in the City Clerk’s office, to govern the development of a parcel of real property owned by Ridgeview, LLC, containing approximately 13.44 acres for multi-family residential use more particularly described in Exhibit B (Parcel 2 of CSM 9334) on file in the City Clerk’s office and incorporated herein, referred to in said Agreement and herein as the “Property;” and

WHEREAS, the Agreement provides that Ridgview, LLC would construct and install the necessary sanitary\_sewer facilities, water distribution facilities within the Property; and,

WHEREAS, the public improvements have been completed and dedicated by Ridgeview, LLC to the City for the Alta Ridgeview Apartments; and,

WHEREAS, the public improvements have been inspected by the City Engineer who has approved the same;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Common Council of the City of Pewaukee accepts the public improvements referred to above on behalf of and for the benefit of the public and citizens of the City of Pewaukee.

This resolution shall be effective upon publication or posting as provided by law.

Dated this 2<sup>nd</sup> day of March 2026

City of Pewaukee

\_\_\_\_\_  
Steve Bierce, Mayor

Attest:

\_\_\_\_\_  
Kelly Tarczewski, Clerk

## Hurd, Ami

---

**From:** Frantz, Paul <Paul.Frantz@bakertilly.com>  
**Sent:** Monday, November 25, 2024 11:25 PM  
**To:** Klein, Scott; Tarczewski, Kelly  
**Cc:** Hawes, Abby; Chase, Casandra  
**Subject:** Per our discussion today....  
**Attachments:** Draft Audit Reports - 12/31/23; City of Pewaukee 23 - Management representation letter.pdf

Good evening Scott and Kelly,

As a follow up to our discussion today, here is a recap along with the requested information.

1. I will be attending the December 2 Council meeting to present the attached draft reports. I will plan to highlight outcomes from the audit process but will not dive too far into results due to the stale data that the financial statements hold as of the date of the meeting. Further, you will be presenting the engagement letter for approval for the 2024-2028 audit cycles. I will be available for any questions for discussion.
2. I spoke with Abby Kaiser this afternoon to give her an update on our discussion points from our conversation. Over the next week – she will be uploading out get ready list requests to the portal site (Suralink) and providing access to all necessary parties for review. The requested list will cover our January preliminary fieldwork and our March final fieldwork. Please be on the lookout for the website request – will come via email to establish your account and obtain access
3. I also shared with Abby that you and L&A should be requesting a kickoff discussion for the upcoming audit cycle to ensure all parties understand the expectation related to timing of services to be provided and when the requested items in #2 need to be available. It is my understanding that Kelly T will be reaching out to schedule that for early January (week of 6<sup>th</sup> or there on).
4. We discussed evaluating the review process related to oversight of David (and other staff level individuals from L&A). We would recommend having someone perform detailed monthly reviews of their work, taking responsibility for outcomes (i.e. – reconciliations or other processes they are performing and reviewing financial results (ensuring activity is reported in appropriate funds throughout the year) compared to budget, and reviewing prepared audit workpapers before submission to the external audit) throughout the year (monthly and annually before audit services are provided. It doesn't appear that L&A has stepped into that role and that was a talking point that we collectively had highlighted as missing prior to Carol's departure due to the areas of time where each of yourselves spend your time. This essentially would be similar to a finance director role. Happy to discuss further – but wanted to provide in a bit more depth via email as you had requested.
5. Lastly, once the audit report is reviewed with the Council. I will be looking to finalize. Attached is a REP letter dated 12/3. We will use this as the issuance date. Please print on letterhead, obtain signatures and email back before end of week.

I'll see you next week. Let me know if there are questions or issues in advance.

**Paul Frantz, CPA**  
Principal



Baker Tilly US, LLP  
T: +1 (414) 777 5506 | M: +1 (414) 748 0235  
790 N Water Street, Suite 2000, Milwaukee, WI 53202 USA

## Hurd, Ami

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**From:** Frantz, Paul <Paul.Frantz@bakertilly.com>  
**Sent:** Monday, January 5, 2026 1:57 PM  
**To:** Krisztina Dommer; Tarczewski, Kelly; Klein, Scott; Fuchs, Nick  
**Cc:** Dave Hickey; Chase, Casandra  
**Subject:** Re: Auditing Services

Good afternoon all - I do not disagree with anything noted above and did share that perspective with Kelly when we spoke. The five year engagement letter that was provided stemmed from direction from the City on the length they wanted the letter to be from a conversation we had at the conclusion of the 2023 audit.

So the guidance and direction related to an RFP was a surprised based on the conversations I have been a part of.

If it is the preference of all - I would work on a disengagement plan with our team and the City. However, I'd be disappointed with that outcome. Further, I would need time to determine if BT would be willing to bid for services again under a new contract in an rfp situation. Circumstances are unusual and communication has been limited related to this change so I would want to make sure we are aligned in vision / direction to ensure it's the right partnership for all.

I'm happy to discuss context to understand the direction but please know any confusion or questioning from the BT perspective is coming from a place of surprise rather than a place to put undue pressure on you.

Thanks!

Paul Frantz, CPA  
Principal  
Baker Tilly US, LLP  
790 N Water Street, Suite 2000  
Milwaukee, WI 53202  
T: (414) 777-5506 | M: (414) 748-0235

Sent from my iPhone

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**From:** Krisztina Dommer <kdommer@lauterbachamen.com>  
**Sent:** Monday, January 5, 2026 1:35:06 PM  
**To:** Tarczewski, Kelly <tarczewski@pewaukee.wi.us>; Klein, Scott <sklein@pewaukee.wi.us>; Fuchs, Nick <fuchs@pewaukee.wi.us>  
**Cc:** David Hickey <dhipkey@lauterbachamen.com>; Frantz, Paul <Paul.Frantz@bakertilly.com>; Chase, Casandra <Casandra.Chase@bakertilly.com>  
**Subject:** RE: Auditing Services

Hello,


I can stop by the City Hall tomorrow afternoon to have an in person meeting on how to proceed. The fact is each audit engagement is for a year and even in the middle of one, we could choose to engage someone else if we pay the fees owed. If we have paid the fees owed, we are not stuck under contract.

The independence rules for audit require that a client can leave an audit firm at any time. These contracts are used to spell out the cost of services as they are rendered and to provide some protection on prior fees. They are not meant to lock clients into an audit or audit firm, and you are free to go out for bid and obtain a new bid anytime.

I am not an attorney, so you should have yours check over the contract in case there is something weird in it, but that is how audit standards work and legally they cannot bind us to use them as our auditor.

However, this is a delicate matter, and we should discuss it more and weigh all the options and costs. Please let me know if you are available tomorrow afternoon for an in-person meeting.

Thank you!

	Krisztina Dommer
	LAUTERBACH & AMEN, LLP
	668 N. River Road   Naperville, Illinois 60563
	Phone: 630.393.1483   Fax: 630.393.2516
	<a href="mailto:kdommer@lauterbachamen.com">kdommer@lauterbachamen.com</a>   <a href="http://lauterbachamen.com">lauterbachamen.com</a>

Our clients'™ satisfaction remains our highest priority. If you have any concerns or questions, please call: 630.393.1483 or email [feedback@lauterbachamen.com](mailto:feedback@lauterbachamen.com). Thank you.

**From:** Tarczewski, Kelly <tarczewski@pewaukee.wi.us>  
**Sent:** Monday, January 5, 2026 1:14 PM  
**To:** Klein, Scott <sklein@pewaukee.wi.us>; Fuchs, Nick <fuchs@pewaukee.wi.us>  
**Cc:** Krisztina Dommer <kdommer@lauterbachamen.com>; David Hickey <dhipkey@lauterbachamen.com>; Tarczewski, Kelly <tarczewski@pewaukee.wi.us>; paul.frantz@bakertilly.com; casandra.chase@bakertilly.com  
**Subject:** Auditing Services  
**Importance:** High

This message originated outside of your organization. Sender: [tarczewski@pewaukee.wi.us](mailto:tarczewski@pewaukee.wi.us).

Hi All!

Today I received an email from Casandra asking to confirm a start date for the upcoming audit. I forwarded that to Scott, and he sent back Krisztina's email with the RFP document, so I sent that to Casandra and Paul (BOTH COPIED ABOVE). Shortly after Paul called me and reminded me, we had a signed contract until **2028** (attached). I honestly did not remember that the Council acted on that. I **apologize** profusely!!!! I should have listen to Scott, in my head I thought we only signed the one-time contract for the ARPA single audit. **So here we all sit. Now what?**

K



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United States of America

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[bakertilly.com](http://bakertilly.com)

November 14, 2024

Mr. Scott Klein  
City Administrator  
City of Pewaukee  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072

Dear Mr. Klein:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Pewaukee (Client, you, your).

### **Service and Related Report**

We will audit the basic financial statements of the City of Pewaukee as of and for the year ended December 31, 2024 through 2028, and the related notes to the financial statements. Upon completion of our audit, we will provide the City of Pewaukee with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the City of Pewaukee, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Combining and Individual Fund Financial Statements and Schedules

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. © 2024 Baker Tilly Advisory Group, LP

Rev. June 2024

Mr. Scott Klein  
City of Pewaukee

November 14, 2024  
Page 2

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City of Pewaukee's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City of Pewaukee's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Budget Comparison Schedules
  
- > Pension - related schedules

Our report does not include reporting on key audit matters.

#### **Our Responsibilities and Limitations**

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Pewaukee and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

Mr. Scott Klein  
City of Pewaukee

November 14, 2024  
Page 3

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

#### **Management's Responsibilities**

Our audit will be conducted on the basis that the City of Pewaukee's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- > For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
- > For the design, implementation, establishment, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and;
- > To provide us with:
  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
  - Additional information that we may request from management for the purpose of the audit; and
  - Unrestricted access to persons within the City of Pewaukee from whom we determine it necessary to obtain audit evidence

Mr. Scott Klein  
City of Pewaukee

November 14, 2024  
Page 4

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Pewaukee complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit.

Management is responsible for informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time. Management is also responsible for informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Pewaukee; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

### **Nonattest Services**

Prior to or as part of our audit engagement, it may be necessary for either Baker Tilly US, LLP or Baker Tilly Advisory Group, LP to perform certain nonattest services.

Nonattest services that we or Baker Tilly Advisory Group, LP will be providing are as follows:

- > Financial statement preparation
- > Adjusting journal entries

None of these nonattest services constitute an audit under generally accepted auditing standards.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will not perform any management functions or make management decisions on your behalf with respect to any nonattest services provided.

In connection with our performance of any nonattest services, Baker Tilly US, LLP or Baker Tilly Advisory Group, LP agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services performed.

Mr. Scott Klein  
City of Pewaukee

November 14, 2024  
Page 5

- > Evaluate the adequacy and results of the nonattest services performed.
- > Accept responsibility for the results of the nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

### **Other Documents**

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Pewaukee must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Pewaukee's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Pewaukee hereby authorizes us to do so.

### **Timing and Fees**

Our professional fees for these services will be \$80,000.

In addition to professional fees, our invoices will include our standard technology charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement.

Mr. Scott Klein  
City of Pewaukee

November 14, 2024  
Page 6

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. Fees are payable upon presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until the account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. The City of Pewaukee will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Pewaukee agrees to be responsible for all expenses of collection including related attorneys' fees.

Our fee estimate is based on certain assumptions. Certain circumstances may arise during the course of our audit that could significantly affect the targeted completion date or our fee estimate, and additional fees may be necessary as a result. Such circumstances include but are not limited to the following:

- Changes to the timing of the engagement initiated by the City of Pewaukee, which may require the reassignment of our personnel.
- The City of Pewaukee's failure to provide all information requested by us (i) on the date requested, (ii) in the form acceptable to us, (iii) with no mathematical errors, and (iv) in agreement with the appropriate the City of Pewaukee records.
- Significant delays in responding to inquiries made of the City of Pewaukee personnel, or significant changes in the City of Pewaukee accounting policies or practices, or in the City of Pewaukee's accounting personnel, their responsibilities, or their availability.
- Significant delays or errors in the draft financial statements and necessary schedules prepared by the City of Pewaukee's personnel.
- Implementation of new general ledger software or a new chart of accounts by the City of Pewaukee.
- Significant changes in the City of Pewaukee's business operations, including business combinations, the creation of new entities, divisions, or subsidiaries within the City of Pewaukee, significant new employment or equity agreements, or significant subsequent events. Certain business transactions or changes in business operations or conditions, financial reporting, and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists.
- New financing arrangements or modifications to existing financing arrangements, or significant new federal or state funding.
- Significant deficiencies or material weaknesses in the design or operating effectiveness of the City of Pewaukee's internal control over financial reporting identified during the audit.
- A significant level of proposed audit adjustments.
- Issuance of additional accounting or auditing standards subsequent to or effective for the periods covered by this Engagement Letter.
- Circumstances beyond our control.

Mr. Scott Klein  
City of Pewaukee

November 14, 2024  
Page 7

- Fees do not include completion and/or submitting of the Wisconsin DOR Annual Report (Form C) and the WI PSC Report. If those services become necessary, we will complete them at time and materials at our standard hourly rate.

For new business transactions or changes in business operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists. This includes matters such as business combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

<u>Year</u>	<u>City</u>	<u>Water</u>	<u>Sewer</u>	<u>Totals</u>
2024	\$ 47,000	\$ 17,500	\$ 17,500	\$ 82,000
2025	49,500	18,250	18,250	86,000
2026	51,000	19,000	19,000	89,000
2027	53,500	19,750	19,750	93,000
2028	56,000	20,500	20,500	97,000

To the extent applicable, Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the Taxes). All applicable Taxes shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this section.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

Mr. Scott Klein  
City of Pewaukee

November 14, 2024  
Page 8

To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will co-process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between the two entities. Baker Tilly Advisory Group, LP maintains custody of client files for both entities. By executing this Engagement Letter, you hereby consent to the transfer to Baker Tilly Advisory Group, LP of all your Client files, workpapers and work product. Baker Tilly Advisory Group, LP is bound by the same confidentiality obligations as Baker Tilly US, LLP. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at [dataprotectionofficer@bakertilly.com](mailto:dataprotectionofficer@bakertilly.com).

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

Mr. Scott Klein  
City of Pewaukee

November 14, 2024  
Page 9

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Pewaukee, unless otherwise prohibited. In the event we are requested by the City of Pewaukee or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Pewaukee, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Pewaukee if disclosure of confidential information is necessary for peer review purposes.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Pewaukee with any other services you may find necessary or desirable.

#### **Resolution of Disagreements**

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

Mr. Scott Klein  
City of Pewaukee

November 14, 2024  
Page 10

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

#### **Limitation on Damages and Indemnification**

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Mr. Scott Klein  
City of Pewaukee

November 14, 2024  
Page 11

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

#### **Other Matters**

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the City of Pewaukee will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the City of Pewaukee violates this nonsolicitation clause, the City of Pewaukee agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

Mr. Scott Klein  
City of Pewaukee

November 14, 2024  
Page 12

Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City of Pewaukee by Baker Tilly ("Online Offering") constitute the entire agreement between the City of Pewaukee and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City of Pewaukee's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Pewaukee's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws.

Mr. Scott Klein  
City of Pewaukee

November 14, 2024  
Page 13

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Paul J. Frantz, the professional on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Paul J. Frantz is available at 414 777 5506, or at paul.frantz@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP



Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

\_\_\_\_\_  
Official's Name

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Baker Tilly US, LLP  
790 N Water St  
Suite 2000  
Milwaukee, WI 53202  
United States of America

T: +1 (414) 777 5500  
F: +1 (414) 777 5555

[bakertilly.com](http://bakertilly.com)

January 7, 2025

Mr. Scott Klein  
City Administrator  
City of Pewaukee

Ms. Kelly Tarczewski  
Treasurer  
City of Pewaukee

Dear Mr. Klein and Ms. Tarczewski:

Baker Tilly US, LLP ("we") appreciated the opportunity to provide audit services to the City of Pewaukee (the "City"). However, the purpose of this letter is to reconfirm to you that, as mentioned in my email on January 5, 2025, we would be willing to disengage services under the existing engagement letter if that was management's discretion. Therefore, we will not be providing audit services to the City subsequent to the date of this letter under our engagement letter with the City dated November 14, 2024.

Baker Tilly US, LLP was engaged to provide audit services for the fiscal year ended December 31, 2025 (and for three subsequent years) under our engagement letter with the City dated November 14, 2024. We will not issue an auditors' report for the fiscal year ended December 31, 2025 and there forward, nor will we perform any audit services for the City for that period and there forward under our engagement letter with the City dated November 14, 2024.

We have appreciated the opportunity to be of service to you. If there are questions, please contact Paul Frantz, CPA, Principal, at 414 777 5506 or [paul.frantz@bakertilly.com](mailto:paul.frantz@bakertilly.com).

Sincerely,

A handwritten signature in black ink that reads "Baker Tilly US, LLP". The signature is written in a cursive, flowing style.

Baker Tilly US, LLP

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

**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 Amtrak stations, routes and planning across the country. He stated he was in favor of establishing an Amtrak 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.

**From:** [Bergersen, Lisa](#)  
**To:** [Hurd, Ami](#)  
**Subject:** FW: AWWA Fly-In Information and Reservations  
**Date:** Wednesday, February 25, 2026 1:22:45 PM

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Here's the email thread, with the Mayor's recommendations. I'm looking for the current schedule

*Lisa*

Lisa Bergersen  
Employee Services Director  
Employee Services | [City of Pewaukee](#)  
262.691.6028 | \* [bergersen@pewaukee.wi.us](mailto:bergersen@pewaukee.wi.us)  
262.691.6009 (Confidential Fax)  
[Link to Pewaukee Career Center](#)  
[Follow us on Facebook](#)



---

**From:** Steve Bierce <[sbierce@wi.rr.com](mailto:sbierce@wi.rr.com)>  
**Sent:** Wednesday, February 4, 2026 12:46 PM  
**To:** Bergersen, Lisa <[bergersen@pewaukee.wi.us](mailto:bergersen@pewaukee.wi.us)>  
**Cc:** Wagner, Magdelene <[wagner@pewaukee.wi.us](mailto:wagner@pewaukee.wi.us)>; Anderson, Julia <[janderson@pewaukee.wi.us](mailto:janderson@pewaukee.wi.us)>; Tarczewski, Kelly <[tarczewski@pewaukee.wi.us](mailto:tarczewski@pewaukee.wi.us)>; Klein, Scott <[sklein@pewaukee.wi.us](mailto:sklein@pewaukee.wi.us)>  
**Subject:** Re: AWWA Fly-In Information and Reservations

Great

I have recommendations:

No specific meals just a daily allowance of \$110.00/day.

This will allow our employees the opportunity to purchase healthy meals.

Two hotdogs and a soda from Kwik Trip is not a healthy meal.

Also we need to do away with section D. We can write something in about driving or acting stupid but the occasion comes up when buying someone a drink will help the city and it should not be on the back of the employee.

Let's shoot for getting this on the first agenda in March.

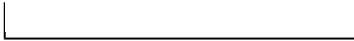
Thanks

Thank You,

Steve Bierce

**Steve Bierce**  
Senior Account Manager  
Illing Packaging

---



- Office 262-250-7566
- Cell 262-844-7120
- [Sbierce@illingpackaging.com](mailto:Sbierce@illingpackaging.com)
- [www.illingpackaging.com](http://www.illingpackaging.com)
- W204 N13125 Goldendale Road, Richfield, WI 53076
- [WHO WE ARE](#)

**Packaging Advice Disclaimer:**

*The packaging advice above is intended for evaluation by the customer and does not relieve the customer of the ultimate responsibility for the determination of the appropriate container or closure. It is the customer's responsibility to select the appropriate packaging based upon all information at their disposal including the specific application, regulatory compliance, product compatibility and shipping requirements. Limitations apply to decorating, and PS label applications, contact your customer representative for this information or see our terms and conditions. Foam liners are not a hermetic seal and could leak. It will be the liability of the customer should they choose to package in this fashion. Any foam lined cap sold by Illing will not be warrantied over leak proof complaints.*

-

On Feb 4, 2026, at 11:29 AM, Bergersen, Lisa

# TRAVEL EXPENSE REPORT

*Please Note: No expense will be reimbursed without an accompanying legitimate receipt; a copy of a check is **NOT** acceptable unless it has been cancelled by the bank.*

**MAKE CHECK PAYABLE TO:** \_\_\_\_\_ **DEPARTMENT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PURPOSE:** \_\_\_\_\_

DATE(S):	MILEAGE: <i>(See back side for more detail)</i> Account #100-_____-3300	LODGING: Account #100-_____- ____	REGISTRATION: Account #100-_____- ____	MEALS: <i>(See back side for more detail)</i> Account #100-_____- ____								
____/____/ 2025	_____ x .70¢ = \$_____.	\$	\$	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="border: none;">Breakfast</td><td style="border: none; text-align: right;">\$</td></tr> <tr><td style="border: none;">Lunch</td><td style="border: none; text-align: right;">\$</td></tr> <tr><td style="border: none;">Dinner</td><td style="border: none; text-align: right;">\$</td></tr> <tr><td style="border: none;"><b>Subtotal:</b></td><td style="border: none; text-align: right;"><b>\$</b></td></tr> </table>	Breakfast	\$	Lunch	\$	Dinner	\$	<b>Subtotal:</b>	<b>\$</b>
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Lunch	\$											
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**CLAIMANT'S STATEMENT. §16.53 Wisconsin State Statutes. I declare (under penalties of perjury) this account of travel expenses is accurate and conforms with all applicable City of Pewaukee Policies. The expenses are actual, reasonable, and were personally incurred in performance of my official duties. No portion of this claim was provided free of charge, covered by a registration fee, previously reimbursed from another source, or will be paid from any other source in the future.**

\_\_\_\_\_  
Signature  
Rev. 1/2025

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Head

**MILEAGE:**

Persons using their private vehicle for City purposes shall be expected to travel by the shortest and safest route.

Please submit verification of mileage by running a “MapQuest” report from your beginning and end points.

**MEAL REIMBURSEMENT:**

Only the person authorized to travel on behalf of the City will be allowed reimbursement for meal expenses.

Under no circumstances will any alcoholic beverages, smoking materials, drugs or the gratuities associated with these charges be included in meal expenses.

Reimbursement for meals shall be limited to the following:

- ◆ Breakfast       \$ 8.00\*
- ◆ Lunch           \$10.00\*
- ◆ Dinner           \$20.00\*         \*Including gratuity up to 20%

Persons entitled to meal reimbursement may combine individual meal limits if traveling for two or more meal periods. In no case will more than \$38.00 per day be reimbursed for meals and gratuity.

All requests for reimbursement must be submitted within 30 days of the completion of travel.

**EXTENSION OF TERM OF  
INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE VILLAGE OF PEWAUKEE, CITY OF PEWAUKEE  
AND THE TOWN OF DELAFIELD REGARDING THE  
PEWAUKEE LAKE WATER SAFETY PATROL UNIT**

This Extension Agreement is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Village of Pewaukee, Wisconsin, a municipal corporation (hereinafter referred to as the “Village”), the City of Pewaukee, Wisconsin, a municipal corporation (hereinafter referred to as the “City”) and the Town of Delafield, Wisconsin, a municipal corporation (hereinafter referred to as the “Town”), as riparian jurisdictions on Pewaukee Lake.

**WHEREAS**, the Village, City and Town entered into a Intergovernmental Cooperation Agreement regarding the Pewaukee Lake Water Safety Patrol commencing on April 1, 2016, (hereinafter referred to as the “Agreement”); and

**WHEREAS**, the Village, City, and Town entered into an Extension of the Agreement commencing on April 1, 2021; and

**WHEREAS**, the Agreement as extended is scheduled to terminate on March 31, 2026; and

**WHEREAS**, the Village, City and Town are desirous of again extending the term of the current Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

Paragraph F of the Agreement is hereby amended to provide that the Term of the Agreement shall hereby be extended, commencing April 1, 2026, and continuing until March 31, 2031, unless otherwise terminated prior to that date, pursuant to the terms of the Agreement.

This Extension Agreement may be executed in identical counterparts.

All other terms and conditions of the Agreement shall remain in full force and effect. This Extension Agreement shall be effective as of the date first above written.

[SIGNATURE PAGE OF EXTENSION AGREEMENT TO FOLLOW]

\*\*\*\*\*

**APPROVAL OF EXTENSION AGREEMENT**

**Village of Pewaukee**

Approved by the Village Board of the Village of Pewaukee on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**VILLAGE OF PEWAUKEE**

By: \_\_\_\_\_  
Jeffrey Knutson, President

ATTEST:

By: \_\_\_\_\_  
Jenna Peter, Clerk

**City of Pewaukee**

Approved by the City Council of the City of Pewaukee on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF PEWAUKEE**

By: \_\_\_\_\_  
Steve Bierce, Mayor

ATTEST:

By: \_\_\_\_\_  
Kelly Tarczewski, Clerk/Treasurer

**Town of Delafield**

Approved by the Town Board of the Town of Delafield on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**TOWN OF DELAFIELD**

By: \_\_\_\_\_  
Edward Kranick, Chairman of the Board

ATTEST:

By: \_\_\_\_\_  
Michelle Luedtke, Clerk/Treasurer