



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

**COMMON COUNCIL
MEETING NOTICE AND AGENDA
Monday, August 3, 2026
6:30 PM**

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

1. Call to Order and Pledge of Allegiance
2. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.
3. Plan Commission Reports and Recommendations
 - 3.1 **PUBLIC HEARING**, Discussion and Possible Action Regarding a Conditional Use Permit for Mental Health America of Wisconsin to Operate a Peer-Run Respite Home for Veterans Located at N2 W27318 Lyles Drive (PWC 0984-029) *** **PLEASE NOTE** *** **Applicant Withdrew Request** *** [Fuchs]
4. Licensing
 - 4.1 Discussion and Possible Action to Discuss the Bartender Application of Dakota Vitrano [Tarczewski]
5. Engineering
 - 5.1 Discussion and Possible Action Regarding Cedar Gables LLC Letter of Credit Reduction from \$394,828.46 to \$232,975.16 (a Reduction of \$161,853.30). [Wagner]
 - 5.2 Discussion and Possible Action Regarding The Glen at Springdale [Wagner]
 - A. Approve the Developer's Agreement.
 - B. Establish the Financial Guarantee in the Amount of \$5,756,194.08.
 - 5.3 Discussion and Possible Action Regarding **Resolution 26-08-22** Partial Release of Developer Agreement Between Pewaukee and Ridgeview Corporate Park Phase II [Wagner].
6. New Business
 - 6.1 Discussion and Possible Action to Appoint Members to the Residency Board [Mayor Bierce]
 - 6.2 Discussion and Possible Action Regarding the Accounts Payable Listing Submitted August 3, 2026 [Tarczewski]
7. 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.

8. Adjournment

Kelly Tarczewski
Clerk/Treasurer
July 30, 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 Action Regarding a Recommendation to the Common Council for a Conditional Use Permit for Mental Health America of Wisconsin to Operate a Peer-Run Respite Home for Veterans Located at N2 W27318 Lyles Drive (PWC 0984029)

Sub Item Agenda Language:

Background Provided By:

Nick Fuchs

Background:

At their July 16, 2026 meeting, the Plan Commission voted to move this item forward to the Common Council for review and consideration.

Fiscal Impact:

Recommended Motion:

A motion to approve the Conditional Use Permit for Mental Health America of Wisconsin.



July 30, 2026

Dear Members of the City of Pewaukee Planning Council,

I am writing on behalf of Mental Health America of Wisconsin to formally withdraw our application for a Conditional Use Permit for the property located at N2W27318 Lyles Drive, Waukesha, WI 53188.

The owner of the property has withdrawn their offer to lease the home to MHA's R&R Veterans Respite Program. As a result, we are no longer pursuing this location and will not be attending the City Council meeting scheduled for August 3.

We appreciate the time and consideration the Planning Council and City staff have devoted to reviewing our application.

Could you please let me know the appropriate process for requesting the return of our \$500 application fee?

Thank you for your assistance. Please let me know if any additional documentation is needed to complete the withdrawal of our application.

Sincerely,

Martina Gollin Graves
President and CEO
Mental Health America of WI
414-336-7963
martina@mhawisconsin.org



Office of the Planner & Community Development Director
W240N3065 Pewaukee Road
Pewaukee, Wisconsin 53072
262.691.6007
fuchs@pewaukee.wi.us

REPORT TO THE PLAN COMMISSION

Meeting of July 16, 2026

Date: July 9, 2026

Project Name: Mental Health America of Wisconsin Conditional Use

Project Address/Tax Key No.: N2W27318 Lyles Drive / PWC 0984029

Applicant: Martina Gollin-Graves, Mental Health America of Wisconsin

Property Owner: Jonathan and Christine Thompson

Current Zoning: Rs-4 Single-Family Residential District

2050 Land Use Map Designation: Low-Medium Density Residential (1/2 Ac. - 2 Ac. / D.U.)

Use of Surrounding Properties: Single-family residential to the north, south, east, and west

Introduction

Mental Health America of Wisconsin (MHA) filed a Conditional Use Permit requesting to operate a peer run respite for veterans within a single-family home located at N2W27318 Lyles Drive.

In November 2019, MHA received a Conditional Use Permit for this same use for property located at W252N4304 Sussex Street (PWC 0880997). MHA was notified by the property owners that their lease would not be renewed. As such, MHA is proposing to relocate the respite to the property on Lyles Drive.

MHA has recently provided staff with the information below regarding the number of stays the current facility on Sussex Street has had since 2020.

- 0 overnight guests in 2020
- 2 overnight guests in 2021
- 0 overnight guests in 2022
- 0 overnight guests in 2023
- 7 overnight guests in 2024
- 14 overnight guests in 2025
- 6 overnight guests as of June 5, 2026

MHA also indicated that they received 18 "warm-line" calls in the first quarter of 2026.

The 2019 approval included the conditions below. Condition No. 4 required the creation of an oversight committee. This committee met five times with the first meeting being held on September

15, 2020 and the last meeting held on October 12, 2021. The committee stopped meeting as no stays were occurring at the facility. Staff was not notified of the stays listed above until June of this year.

1. The subject Conditional Use is personal to Mental Health America of Wisconsin, does not run with the land, is not transferable, and is temporal. All rights and approvals granted hereunder shall terminate and become null and void as of December 2, 2021. Upon expiration, the applicant may reapply for a new Conditional Use Permit.
2. The proposed Mental Health America of Wisconsin use shall return to the Plan Commission within 6 months from the date of approval for review of its operation and impacts upon City services and adjacent properties. Subsequently, annual reviews may be conducted as deemed necessary by City of Pewaukee Staff.
3. The approval granted hereunder is conditioned upon Mental Health America of Wisconsin: (i) being compliant with all applicable governmental laws, statutes, rules, codes, orders and ordinances; (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the use; (iii) adhering to its own Policies and Procedures as attached hereto.
4. Creation of an oversight Committee whose membership shall consist of, as may be possible: 1) a Mental Health American staff person; 2) City Alderperson; 3) City staff person; 4) a Waukesha County Sheriff representative; 5) a Pewaukee resident neighborhood representative (to be appointed by the Mayor); and 6) a Waukesha County Health & Human Services (Veteran Services Division) representative. This Committee shall meet at a minimum on a quarterly basis unless otherwise directed by the Common Council.
5. All parking shall be off-street and no vehicle parking shall be allowed on grassed or other unpaved areas. Further, at least one van ADA accessible parking space shall be provided. Said parking space shall be signed and be a minimum of 16-feet wide by 20-feet long.
6. A minimum of two trained staff persons shall be onsite at all times.
7. The property shall provide ADA compliant restroom facilities and ADA compliant access to the home, prior to occupancy.
8. Any and all Building Code violations shall be corrected prior to use or occupancy of the facility by Mental Health America of Wisconsin.
9. Outdoor activities shall cease by 10:00 p.m. and noise shall not exceed 30 decibels between the hours of 10:00 p.m. and 7:00 a.m.
10. No more than three individuals shall reside at the subject dwelling at any given time.
11. As agreed to and required by the applicant's Policies and Procedures, no weapons of any kind shall be allowed to enter or be kept onsite under any circumstances.

12. Fencing and landscaping shall be installed to screen views from the adjacent properties and to prevent unintentional trespassing beyond the property lines of the subject property. A fence and landscape plan shall be reviewed and approved by Staff and must comply with Zoning Code standards.
13. Guest curfew hours shall be from 6:00 a.m. to 10:00 p.m. Residents that fail to return to the house by 10:00 p.m. will be subject to exclusion from the program as may be required by Mental Health America of Wisconsin or the oversight Committee.
14. No alcohol or substance use shall be allowed on the premises. Guests who return to the home who have engaged in alcohol or substance use shall be subject to exclusion from the program as may be required by Mental Health America of Wisconsin or the oversight Committee.
15. Mental Health American of Wisconsin shall inform all potential guests during the phone screening process that individuals staying at the R&R House will hear sounds from the local firearm range, hunting activities, and blasting at nearby quarries.
16. Mental Health America of Wisconsin shall install video surveillance and signage indicating such at all exterior entrances to the R&R House for the security and safety of guests and staff onsite.
17. Mental Health America shall be required to carry and provide proof of liability insurance in the amount of at least \$1,000,000 to operate the subject facility.

Project Description/Analysis:

The subject property is zoned Rs-4 Single-Family Residential District and designated as Low-Medium Density Residential on the City's Year 2050 Land Use/Transportation Map. The proposed use is not specifically listed within the Rs-4 District; however, Section 340-7.4 allows unspecified uses to proceed through the Conditional Use process. As this Section references the "intent of the district", the Rs-4 District is attached for Plan Commission review.

340-7.4. Special conditional uses.

A. Special conditional uses not set forth in district regulations may be allowed, including all uses similar in character to the permitted uses on the premises, as determined by the Plan Commission, which meet the intent of the district but which are not specifically listed as permitted principal, accessory or conditional uses within the text of the zoning district classification or other section of this chapter.

It can also be noted that Section 340-2.9E. allows 'unclassified uses' to be permitted by the Plan Commission provided "that such uses are similar in character to the principal uses permitted in the zoning district and create no circumstances that would detrimentally affect adjacent properties."

The facility proposed by MHA is for veterans who are recovering from mental health and substance use challenges. The applicant has indicated that the proposed use is similar in character to Community Living Arrangements, particularly Community Based Residential Facilities, which are listed as a Permitted Use in the Rs-4 District.

According to the applicant, this location has a maximum capacity for up to three guests and will allow individuals to stay at the facility up to one week.

The facility will be staffed 24 hours per day, seven days a week. Each shift will consist of two staff persons. The staff are veterans that have received training to manage this type of residence. There is no other staffing provided and no nursing or assisted living type of care provided.

The applicant has further indicated that there are no walk-ins and applicants are screened to ensure that they meet MHA's goal and intent for this program. Residents are able to come and go as they please.

The only exterior site or building modifications that staff is aware of is an ADA accessible ramp on the front of the home. This may be approved by staff via a Building Permit. No signage is proposed. Some interior changes may be made to comply with ADA requirements, such as handrails in the bathroom. MHA has stated that there are three outdoor parking spaces within the driveway and two garage parking spaces. This would be sufficient to allow parking of three guest and two staff vehicles.

Note that 2017 Act 67 made changes regarding Conditional Use Permits (see requirements below). The applicant has provided detailed information related to the proposed use for Plan Commission and Common Council review and consideration.

(de) Conditional use permits.

1. In this paragraph:

- a.** "Conditional use" means a use allowed under a conditional use permit, special exception, or other special zoning permission issued by a city, but does not include a variance.
- b.** "Substantial evidence" means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.

2.

- a.** If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the city ordinance or those imposed by the city zoning board, the city shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence.
- b.** The requirements and conditions described under subd. 2. a. must be reasonable and, to the extent practicable, measurable and may include conditions such as the permit's duration, transfer, or renewal. The applicant must demonstrate that the application and all requirements and conditions established by the city relating to the conditional use are or shall be satisfied, both of which must be supported by substantial evidence. The city's decision to approve or deny the permit must be supported by substantial evidence.

- 3.** Upon receipt of a conditional use permit application, and following publication in the city of a

class 2 notice under ch. 985, the city shall hold a public hearing on the application.

4. Once granted, a conditional use permit shall remain in effect as long as the conditions upon which the permit was issued are followed, but the city may impose conditions such as the permit's duration, transfer, or renewal, in addition to any other conditions specified in the zoning ordinance or by the city zoning board.
5. If a city denies a person's conditional use permit application, the person may appeal the decision to the circuit court under the procedures contained in par. (e) 10.

Staff does not find that the proposed use would have adverse impacts on adjacent properties as it relates to traffic and parking.

Recommendation

Staff recommends approval of the Mental Health America of Wisconsin facility, subject to the same conditions as approved under the previous conditional use allowance on Sussex Street.

Note that Condition No. 1 above will require updating the date referenced.

Staff also recommends the Plan Commission specifically consider Condition No. 4, which requires the creation of an oversight committee. Considering the current facility has not received complaints or had any issues, it may be sufficient for the Community Development Department and Building Services Department to handle issues and complaints.

City of Pewaukee, WI
Thursday, July 9, 2026

Chapter 340. Zoning

Article 4. Zoning Districts

§ 340-4.8. Rs-4 Single-Family Residential District.

[Amended by Ord. No. 13-09; 1-15-2024 by Ord. No. 24-04; 10-7-2024 by Ord. No. 24-14]

The Rs-4 Single-Family Residential District is intended to provide for only detached single-family residential development at densities not exceeding 2.18 dwelling units per net acre and served by municipal sewer and water supply facilities.

A. Permitted principal uses.

- (1) Single-family dwelling with attached or detached garages as defined in § **340-16.2**.
- (2) Foster homes and community living arrangements, including CBRFs, as set forth in Wisconsin Statutes.
- (3) Family child care home as set forth in § 66.1017, Wis. Stats.

B. Permitted accessory uses.

- (1) Home occupations and professional home offices as defined herein.
- (2) Accessory uses and structures in compliance with § **340-2.9**, Use restrictions.
- (3) The recreational keeping and raising of a maximum of 10 hen chickens in accordance with § **340-2.9B(2)(l)** for eggs, meat or meat by-products for family consumption, and not for sale on the premises.
- (4) Hobby kennels.

C. Conditional uses (also see Article 7). Residential planned unit development (PUD) such as cluster developments and detached condominiums. The district lot size and frontage and yard requirements may be varied provided that adequate open space shall be provided so that the average intensity and density of land use shall be no greater than that permitted for the district. The proper preservation, care, and maintenance by the original and all subsequent owners of the exterior design and all common structures, facilities, utilities, access and open spaces shall be assured by deed, plat restrictions, and/or condominium declaration, enforceable by the City. All PUDs shall comply with the following minimum standards:

- (1) Minimum PUD development area shall be 25 acres.
- (2) Minimum PUD lot or space area shall be 14,000 square feet.
- (3) Minimum PUD lot or space width at the street setback line shall be 80 feet.
- (4) Minimum PUD building height and size shall be the same as required for permitted principal uses; however, the yard requirements as set forth in Subsection **F(1)** and **(3)** below may be reduced by up to 30%.

- (5) No detached structure shall be located closer than 40 feet to another structure within the PUD development. Yards adjacent to exterior property lines shall not be less than those required for permitted principal uses.

D. Lot area and width.

- (1) Lots shall have a minimum area of 20,000 square feet.
- (2) Lots shall have a width of not less than 110 feet at the building setback line.

E. Building height and size.

- (1) No principal building or parts of a principal building shall exceed 35 feet in height.
- (2) No accessory structure shall be more than 18 feet in height.
- (3) The minimum floor area of a one- or two-story dwelling unit shall be as follows:

Number of Bedrooms Per Dwelling Unit	Minimum Total Area (square feet)	Minimum First Floor Area (square feet)
1	1,200	1,200
2	1,300	1,200
3	1,500	1,200
4 or more	1,700	1,200

- (a) No bedroom shall be less than 100 square feet in area exclusive of closets.
- (4) The sum total of the first floor area of the principal building and all accessory buildings shall not exceed 25% of the lot area.

F. Setback and yards.

- (1) There shall be a minimum building (or street) setback of 40 feet from the right-of-way of all public streets, roads, or highways.
- (2) There shall be a side yard on each side of all structures not less than 20 feet in width.
- (3) There shall be a rear yard of not less than 35 feet.
- (4) There shall be a minimum building setback of 75 feet from the designated 100-year recurrence interval (base flood) floodplain of all navigable streams and bodies of water and 25 feet from any designated wetland. (Also see Chapter **207**, Floodplain Zoning.)

G. Parking space. See Article **8**.

H. Minimum utility service. Electricity and public sanitary sewerage and water supply facilities.

Nick Fuchs
City of Pewaukee Zoning Administrator
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

June 30, 2026

**Re: Request for Special Conditional Use Permit in Rs-4 District
Request for Expedited Hearing Before Planning Commission**

Dear Mr. Fuchs:

I am writing as Statewide Peer Services Manager at Mental Health America of Wisconsin (MHA) to request a special conditional use permit, pursuant to Pewaukee Municipal Code § 340-7.4A, to establish and operate a Peer-Run Respite for Veterans (PRR-V) at N2W27318 Lyles Dr. in the City of Pewaukee (Parcel # PWC 0984029). The proposed use is similar in character to the permitted principal uses on the premises and meets the intent of the district, currently zoned as Rs-4 District. Specifically, the proposed use is most similar to the explicitly permitted use by Community-Based Residential Facilities (CBRFs). This shall also serve as a request for an expedited hearing before the Planning Commission regarding this permit, to ensure that the deliverables under MHA's contract with the Wisconsin Department of Health Services (DHS) are met.

DHS defines a CBRF as a “place where 5 or more unrelated people live together in a community setting. Services provided include room and board, supervision, support services, and may include up to 3 hours of nursing care per week. “As will be described in more detail, the proposed PRR-V will have a capacity of fewer than 4 individuals and will not provide clinical or nursing care. While CBRFs are considered “Assisted Living Facilities,” Veterans who are eligible for the PRR-V must have independent living skills and be self-sufficient in their daily hygiene care, medication management, and food preparation. Where the programs are most similar is the communal living environment, the close interaction with trained care specialists, and access to resources which may be otherwise unknown or unavailable in their community. Further, both CBRF and PRR-V services are intended for individuals living with mental health or substance use issues. The guests at the PRR-V would be more self-sufficient than those at a CBRF, but would receive a similar level of supervision to ensure the safety of guests, staff, and the community.

¹ Pewaukee Muni. Code 340-7.4A.: “SPECIAL CONDITIONAL USES NOT outlined in DISTRICT REGULATIONS MAY BE ALLOWED, INCLUDING: a. All uses similar in character to the permitted uses on the premises, as determined by the Plan Commission, which meet the intent of the district, but which are not specifically listed as permitted principal, accessory or conditional uses within the text of the zoning district classification or other section of this ordinance.”

² CBRF is a Permitted Principal Use under Rs-4, see Pewaukee Muni. Code 340-4.8(a)(2); See Also Wis. Stat. § 46.003(22), which states that “A community living arrangement for adults [CBRF] with a capacity for 8 or fewer persons shall be a permissible use for purposes of any deed covenant which limits use of property to single-family or 2-family residences.”

³ See Attachment, MHA Description of ADA compliance and other application attachments.

⁴ <https://www.dhs.wisconsin.gov/regulations/cbrf/introduction.htm> (accessed May 12, 2026).

⁵ <https://www.dhs.wisconsin.gov/guide/cbrf.htm> (accessed May 12, 2026).

⁶ “CBRFs can admit and provide services to people of advanced age, persons with dementia, developmental disabilities, mental health problems, physical disabilities, traumatic brain injury, AIDS, alcohol and other drug abuse, correctional clients, pregnant women needing counseling, and/or the terminally ill.” Id.

The PRR-V is an extension of other successful operations that have developed throughout Wisconsin since 2015. Peer-Run Respite provide a home-like environment for Wisconsin residents who may be struggling in their recovery from mental health or substance use issues to access the services of trained staff with shared lived experiences to support guests in times of stress. Capacity is limited to three guests. Two staff members are present during each shift to ensure continuous support and supervision. All staff must pass caregiver background checks and are on-site 24 hours a day, seven days a week. Guests can improve their coping skills and response to stress by removing themselves from their routine life and connecting with peers who are trained to encourage recovery by focusing on guests' strengths and assets.

Guests are provided with an individual bedroom for up to one week. All services at a Peer-Run Respite are provided at no charge to the guest, and no health insurance is required. The property includes three designated outdoor parking spaces and a two-car garage to accommodate guests and staff. To ensure accessibility for individuals with disabilities, the home is designed to be ADA accessible and includes an exterior wheelchair ramp and interior bathroom handrails, and guests will reside on the first floor during their stay. Peer-Run Respite are categorically not detox facilities, health clinics, mandatory placement centers, homeless shelters, or transitional housing facilities. They are also not open for walk-ins or public access, as all guests are invited only after an extensive phone interview with staff to ensure Respite care is a good fit at that time. Respite support is specifically for individuals who have a permanent address, who are not actively using substances, and who value the importance of peer support and making connections with individuals who empathize with their struggle in recovery.

While Peer-Run Respite services are available on an invite-only basis, any adult is eligible to call the current Respite to request services or inquire about resources. **This PRR-V presents a national first as it will be the only Peer-Run Respite to dedicate its resources to serving former members of the United States Armed Forces,**⁸ regardless of their dates of service, discharge status, VA or insurance eligibility, or other barriers to accessing benefits or resources. With over 28,000 veterans in Waukesha County and another 88,000 in Milwaukee County, the region's resources for veterans are strained beyond capacity. The suicide rate among veterans is higher than the general population, and even more so among female veterans who often suffer silently with histories of Post-Traumatic Stress or Military Sexual Trauma. For many veterans, the loss of connection they feel to their civilian counterparts becomes too much to bear. Guests at the proposed PRR-V will be able to build solutions to reestablish those connections, to find solace among their fellow warriors, and to improve their skills during their transition out of active service. The PRR-V will also provide appropriate resources and referrals to veterans who call for support from throughout Wisconsin.

Mental Health America of Wisconsin (MHA) is relocating its Peer-Run Respite for Veterans (PRR-V) to its new home on Lyles Drive, which includes three bedrooms on the main floor that will be used to accommodate veteran guests during their respite stay. Over the past six years at our current location, MHA has intentionally built strong, respectful relationships with neighboring residents and community stakeholders, and we are committed to continuing that same community-centered approach at the new location. MHA will also continue its longstanding collaboration with veteran-serving organizations, including County Veteran Service Offices, Vet Center locations, VA Medical Centers, and other valued partners to ensure the PRR-V operates successfully as an integrated and supportive part of the community. While the PRR-V does not meet the exact definition of a permitted Community-Based Residential Facility (CBRF), the intended use of the property is substantially similar in nature and aligns with the purpose and intent of the zoning district by providing a

community-based living environment that supports veterans experiencing mental health and/or substance use challenges.

⁷ <https://www.dhs.wisconsin.gov/peer-run-respite/index.htm> (accessed May 12, 2026).

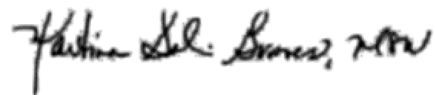
⁸ “Peer-Run Veterans Respite Home to Launch in Wisconsin,” US News and World Report, 4/13/19, available: [Peer-Run Veterans Respite Home to Launch in Wisconsin](#) (accessed May 12, 2026).

The alternative to granting a special conditional use permit would be to rezone the parcel. However, Mental Health America of Wisconsin (MHA) does not believe rezoning is necessary. For the past six years, MHA successfully operated the Peer-Run Respite for Veterans (PRR-V) at its Sussex Street location without the need for rezoning, while maintaining positive relationships with neighbors and operating without disruption to the surrounding residential community. Based on that demonstrated history, MHA believes the PRR-V most closely aligns with the permitted principal use under the RS-4 district as a Community-Based Residential Facility (CBRF)-like use. Other zoning districts are generally intended for services that cater to the general public, provide medical or clinical services, or otherwise differ significantly in design, purpose, and operation from the PRR-V. The PRR-V is not a training center, educational facility, wellness center, or professional office. No commercial activity will take place on the premises, and the PRR-V address will not be promoted through public-facing materials. MHA does not propose to make any modifications to the existing structures on the property and believes this new location offers an ideal residential setting where veterans can find healing and recovery from the invisible wounds associated with mental health and substance use challenges.

Based on the foregoing, Mental Health America of Wisconsin (MHA) respectfully requests that a special conditional use permit be granted to establish and operate its Peer-Run Respite for Veterans (PRR-V) at N2W27318 Lyles Drive. Six years ago, MHA was granted a conditional use permit for the PRR-V at its Sussex Street location, where the program has operated successfully and in harmony with the surrounding residential community. Building on that demonstrated history of responsible operation, MHA believes the proposed use at the Lyles Drive location is consistent with the character of the RS-4 zoning district and meets the district’s intended purpose. Given the urgent need for supportive recovery services for veterans, MHA respectfully requests an expedited hearing to ensure uninterrupted access to these critical services as soon as possible.

Thank you for your time and attention to this matter.

Sincerely,



Martina Gollin Graves, MSW, APSW
President and CEO
Mental Health America of Wisconsin

Miller Mobility Products, Inc.
36336 N Summit Village Way
Oconomowoc, WI 53066-8827
2625494900
info@millermobility.com
www.millermobility.com

Estimate 2117



ADDRESS Victor Kilpatrick N2W27318 Lyles Dr Waukesha, WI 53188		DATE 05/20/2026	TOTAL \$7,895.00	
SALES REP MT		PHONE NUMBER 414-418-8456		

	DESCRIPTION	QTY	AMOUNT
A4U-Modular Ramp System	5ft x 8ft Platform with Handrails 17ft of Ramp Run with Handrails	1	6,800.00
Shipping	Shipping Charges	1	695.00
Ramp Install - Over Concrete	Installation of modular ramp. For installation over existing concrete surfaces. Includes delivery, setup and demonstration of ramp and ramp equipment. -6 pavers needed	1	400.00

I am fully aware of, and understand, the manufacturer's warranty, if any. I have received an owner's manual and will read it fully before using this product. I am aware of how to contact MMP with an questions, comments or concerns. There are NO returns/refunds unless stated on this form. Custom orders require half down at time of order and half due at delivery or completion, unless otherwise stated. A handling fee will be charge on all returned checks. I am aware that MMP does NOT bill to Medicare/Medicaid or insurance plans, and I must file on my own for reimbursement. As of 01-01-19 all new equipment purchased from MMP carries a limited lift time labor warranty, provided work is done at and by MMP. Service Charges are assessed for any work done at customer's location.

TOTAL	\$7,895.00
THANK YOU.	

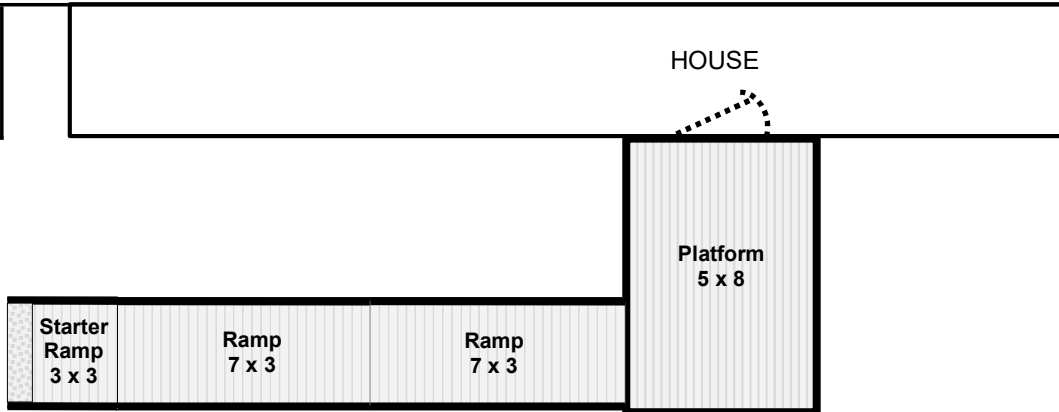
Accepted By

Accepted Date



Ramp Plan

Rise at door	17
Rise at steps	0
Rise due to ground	0
Total Rise	17





N2W27372

0984 030

243.21'

9

N2W2731829

298.00'

90.00'

224.54'

134.54'

8

262.26'

09 N2W

140.70'

LYLES DR

117.00'

140.00'

From: [Amy Rusch](#)
To: [Hurd, Ami](#)
Subject: Re: Opposition to Proposed Mental Health America Housing in Arrowhead Trails
Date: Wednesday, July 15, 2026 11:00:33 PM



July 15th, 2026

Ami Hurd

Deputy Clerk
City of Pewaukee
Pewaukee, Wisconsin

Re: Opposition to Proposed Mental Health America Housing in Arrowhead Trails

Dear Ms. Hurd,

I am writing as a resident of Arrowhead Trails to formally express my opposition to the proposed Mental Health America (MHA) housing development planned at N2W27318 Lyles Drive, directly across the street from my home.

My family chose this neighborhood because it is a safe, quiet residential community. The proposed use of this property for MHA raises significant concerns regarding neighborhood safety, property values, and the overall quality of life for the families who live here.

One of my greatest concerns stems from information presented on 7/14/2026 regarding MHA's resident screening process. During discussions about the proposal, it was stated that MHA checks only Wisconsin CCAP records and does not conduct a comprehensive national criminal background check. This means that an individual with a serious criminal history from another state may not be identified through their screening process. I find this to be a significant public safety concern.

Additionally, it was stated that MHA does not review applicants' medical histories or verify whether individuals are receiving or complying with recommended mental health treatment. As a Nurse Practitioner, I fully understand that medical information is protected by privacy laws. However, the absence of information about how MHA evaluates a person's ability to live safely and independently leaves many residents concerned about whether appropriate safeguards are in place for both residents and the surrounding community as it was stated that there will be no medical professionals involved with any of the residents' care.

My concerns are not based on stigma toward individuals living with mental health conditions. Many people successfully manage mental illness and are valued members of our communities. Rather, my concern is whether the proposed program has adequate screening, supervision, and risk management practices to protect both program participants and neighboring families.

In addition to safety concerns, I am also concerned about the potential impact on nearby property values. Many homeowners in Arrowhead Trails have invested substantial financial resources into their homes with the expectation that the character of the neighborhood would remain consistent. A significant change in the use of this property has the potential to affect those investments and the desirability of our neighborhood.

I respectfully ask the City to carefully consider the concerns raised by residents before approving this proposal. Specifically, I request that the City:

- Carefully evaluate whether the proposed location is appropriate within a single-family residential neighborhood.
- Consider the long-term impacts on neighborhood safety, property values, and residents' quality of life.
- Ensure that the concerns of the surrounding homeowners are given meaningful consideration during the decision-making process.
- Require full transparency regarding MHA's screening, admission, and supervision policies, if approved.

The residents of Arrowhead Trails deserve to feel safe in their homes and confident that developments within our neighborhood will preserve the character and security of our community.

Thank you for your time and consideration of my concerns. I respectfully ask that this letter be included as part of the public record regarding this proposal.

Sincerely,

Amy Rusch
Resident, Arrowhead Trails
N2W27319 Lyles Dr
262-527-7201

July 15, 2026

Maggie & Brian Heinz
N2W27372 Lyles Drive
Waukesha, WI 53188

Re: August 3 Council Mtg - Jonathan Thompson's request to rent his house to MHA

Council Members,

We are writing to you regarding Jonathan Thompson's request to rent his house on Lyles Drive to the R&R House Peer Run Respite for Veterans (operated by Mental Health America of Wisconsin). We've been his direct property-line neighbor for several years now and can only say wonderful things about his family. We know that they are compassionate and want to make a difference to those in need.

It's our understanding that R&R House is a respite that helps support veterans, and that WI is currently the first peer-to-peer respite in the entire country. What better way to show the entire country how community-oriented, caring, and supportive of veterans we are than by accepting R&R as our new neighbor.

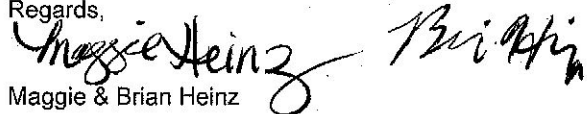
Growing up in WI we all learned at an early age to be self sufficient and heard "if you want something done, do it yourself". But everyone needs support at some point in their life. R&R house will allow veterans to have the courage to reach out for support when they first need it. And by allowing them respite in Jonathan's house for a short period of time, city and state resources aren't tied up.

We would be very proud to continue supporting their mission by having R&R House as our new neighbor, and we would like to provide full and complete support for them to rent Jonathan's house.

We are flying back from vacation the evening of the Council meeting (Aug 3) and may not make it in time to speak in person. But we wanted all of you to know that we are completely supportive of having R&R House as our neighbor. We look forward to welcoming them here.

Please feel free to contact us with any questions.

Regards,


Maggie & Brian Heinz

N2W27372 Lyles Drive
Waukesha, WI 53188
(708) 305-2784

From: [mark.wozniak](#)
To: [Hurd, Ami](#)
Subject: Opposition to MHA housing in Arrowhead Trails subdivision
Date: Thursday, July 16, 2026 8:28:25 AM



Morning Ami, (7/16/26),

Could you please forward this letter to all of the appropriate personal in the decision making process of the MHA housing facility on Lyles Drive, I just want to make sure that this email is included in the public record regarding the proposed facility,

I am writing this email to express my opposition to the MHA housing on Lyles Drive in the Arrowhead Trails subdivision,

I have lived in my home across the street from the proposed site of the MHA house for 23 years, it's been a great 23 years, very quite subdivision, great neighbors, me and my wife have always felt very safe here, the last thing I expected was to possibly live across the street from the proposed facility,

This is a very residential neighborhood and what I believe is a terrible location for the proposed facility, way to many home in close proximity to proposed location,

A couple of things I would like to bring to the attention of those that will make the final decision,

The people that will staff the facility are not doctors and are not trained enough to handle their patients,

A couple of the things the MHA people told me and my neighbors at the meeting on Tuesday 7/14 at South Park on Northview,

If a patient returns to the home drunk, they cannot doing anything about this, like keep the person inside, revoke their right to stay at the MHA house, when pushed harder on this policy the MHA people told us calling the Sheriff's office or 911 is their last resort, this make me and wife feel very unsafe,

The MHA people also told us at the meeting the only back round check they do is CCAP, that means if the person is from out of state they could have an extensive criminal history without the staff at MHA knowing, once again this makes us feel very unsafe,

We were also told by the MHA board that they cannot make the patients staying at the house to take their meds because they are not doctors, so I could have an intoxicated patient not taking their meds roaming the neighborhood,

I have talked to many of my neighbors in the subdivision and they told me if the MHA facility opens up, they will no longer walk, bike or jog down Lyles Drive, how terrible this would be, to no longer meet, wave or just smile at the neighbors I have known for 20 years, or to meet new neighbors,

Please think of all the home owners that have made this their place to live for the last 5, 10, 20

years and not just the handful of patients this may or may not help,

If approved, this will make our subdivision less safe, and when something bad does happen, and it's not if it's when, it will be too late, and then who will be held responsible,

Thanks for reading,
Mark & Lisa Wozniak
N2W27297 Lyles Drive,
414-333-9593
markwozniak1@gmail.com

From: kerrie.cmcbillingandconsulting.com
To: [Hurd, Ami](#)
Subject: Opposition to Proposed Mental Health American Housing on Arrowhead Trails
Date: Thursday, July 16, 2026 11:57:07 AM



Hi Ami,

I am writing as a resident on Lyles Drive to express my opposition to the proposed Mental Health America housing development planned at N2W27318 Lyles Drive.

As a parent living in our beautiful neighborhood, my primary concern is the safety and well-being of my children. The proposal to introduce a Mental Health America house across the street has filled me with apprehension and worry about the potential impact on our community.

Our neighborhood has always been a safe haven for families, where children can play freely and neighbors greet each other with a smile. We have chosen to live here because of the serene environment and the sense of security it provides us. However, the prospect of an institutional facility for people experiencing acute mental crisis being established right next door threatens this peace & tranquility.

While we understand the importance of providing support for mental health, placing such a facility in the midst of a closely-knit family-oriented neighborhood is not the most suitable choice. This decision will lead to increased safety concerns & alter the peaceful dynamic that we have always cherished.

As discussed during the MHA meeting this week, applicants undergo background checks; however, those checks are limited to Wisconsin CCAP records. As a result, an individual with a significant criminal history from another state could potentially be approved for housing if that history is not reflected in Wisconsin records.

It was also explained that medical histories are not reviewed as part of the screening process. Consequently, individuals with a wide range of mental health diagnoses such as schizophrenia, bipolar disorder, severe major depressive disorder, and borderline personality disorder may be eligible for housing. This raises concerns for my family because my 11- and 15-year-old sons would be living directly across the street from the proposed residence.

There are other potential locations that can be considered for the MHA house, areas that would not disrupt residential life and where proper provisions can be made to ensure safety and privacy for both the residents of the neighborhood and the individuals requiring mental health support.

None of the neighbors I have spoken with oppose supporting veterans. However, this proposal is asking us to do more than support veterans—it requires us to sacrifice the safety and security of a community that many of us have spent more than a decade building.

We urge to reconsider the placement of the MHA house. By exploring alternative locations, we can continue to provide mental health services without compromising the character and safety of our

family-centric neighborhood.

Thank you!

Kerrie Massey
Phone: 414-248-3245

From: [Pamela Klekoski](#)
To: [Hurd, Ami](#)
Subject: Arrowhead Subdivision
Date: Thursday, July 16, 2026 12:31:16 PM



This is in reference to the meeting being held at city hall the evening in regards to our subdivision and properties! My name is Pamela Klekoski, I live at N2w27188 Lyles Dr. and I have lived there happily for over 10 years! please do not allow this to happen!!!! I am strongly opposed to this as are a lot of my neighbors. I am a widow and don't know that I would ever feel comfortable again!

Thank you ,Pamela klekoski

July 16, 2026

Dear Members of the Planning Commission,

My husband and I live in the Arrowhead Trails Subdivision. We recently learned that a VA mental health respite care facility is seeking to rent a home in our subdivision. Currently, this organization operates out of a home on a two-acre lot off a country road, which is a very different setting from our close-knit, family-oriented residential neighborhood.

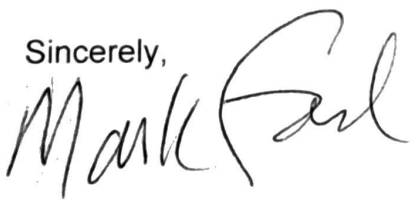
We are extremely concerned about the impact this would have on the families who purchased homes here expecting a strictly residential environment. A subdivision is not an ideal setting for any business—profit or non-profit—and particularly not for a facility serving individuals struggling with mental health issues. We urge you to take proactive measures and say no to this permit. This is not an appropriate location for such a facility, and we ask that you vote against this permit.

We have major concerns regarding the following issues:

- Safety for the children that live nearby
- Property values - No one wants to live next to a Mental Health Facility
- Additional traffic in the subdivision
- Possible police activity due to potential situations

At the heavily attended informational meeting on Tuesday night, we learned that the organization has another option available. We want the best outcome for everyone involved, and we firmly believe that locating this facility in our subdivision is not the right solution. Please vote against it for this subdivision.

Sincerely,



Mark & Marilyn Ford
Arrowhead Trails Resident
262-993-4816

Tarczewski, Kelly

From: Brown, Colleen
Sent: Monday, July 27, 2026 12:38 PM
To: Tarczewski, Kelly
Subject: Fw: Concerns about MHA renting a home in our neighborhood

Please see attached and add to the 8/3 council meeting.

Colleen

Get [Outlook for iOS](#)

From: schmertman <schmertman@yahoo.com>
Sent: Sunday, 26 July 2026 18:15:23
To: Brown, Colleen <brown@pewaukee.wi.us>
Subject: Concerns about MHA renting a home in our neighborhood

 **This message needs your attention**

- This is a personal email address.
- This is their first email to you.

[Report or Mark Safe](#)

Powered by Mimecast

July 27, 2026

To whom it may concern,

Mental Health America of Wisconsin is attempting to rent a property in our subdivision, Arrowhead Trails, at N2 W27318 Lyles Drive, to operate a peer run respite home for Veterans. The property owner is needing to obtain a conditional use permit for the organization to operate in a residentially zoned subdivision.

We, along with many neighbors in the subdivision have many concerns about this happening. As of today, 38 households, which is a majority, have signed a petition stating opposition. The main concerns are as follows:

-MHA receives roughly \$450,000 annually, from the state of Wisconsin, to operate the respite home. With the numbers of guests we were told they have had, "7 overnight guests in 2024, 14 in 2025 and 6 as of June 1 in 2026", this seems like an inefficient use of state funds. MHA told us at a Q&A session July 14th at South Park that they have two staff members at the house around the clock and that some weeks there are no guests at all. The operational cost seems astronomical for so small a number of guests.

-There is a vast difference between the property MHA rented from 2021-2026, W252 N4304 Sussex St, and the property they want to rent in our subdivision. The Sussex St property is on nearly two acres, mostly fenced, on a 35 MPH speed limit road with about 10 neighbors on the same side of the street and mostly farmland across the street. This is in a Residential Zone 3 area. The property in our subdivision is an acre, unfenced, that shares a property line with three properties as well as having three homes directly across the

street from the property. There is little to no privacy on this property and it is a Residential Zone 4 area. One plans commission member voted "no" at their meeting based on this difference. Our subdivision has many children, walkers and bike riders, fireworks frequently on summer weekends as well as many noisy dogs and coyotes in the vicinity, making this a questionable location for anyone to come for R&R, especially individuals for whom noise can be triggering.

-At the Q&A meeting, we asked what sort of vetting they do before guests are allowed to come to the home. The MHA staff at the home, fellow Vets, not mental health professionals, check the name they are given on CCAP and the sex offender registry. They do not collect social security numbers from the guests, as MHA has stated that may be a barrier for care, therefore they are not doing a full background check on potential guests, leaving open the possibility of a guest having a violent criminal history in a different state.

-MHA has a policy of guests not having firearms at the respite home, however, we were told they do not check belongings or persons of the guests upon arrival.

-Because it may be another barrier to care and it is not a clinical setting, MHA does not get a medical history of current medication use of guests at the house. We were told the guests are made aware of where to store their medications, but they cannot make sure anyone who is on a medication is taking it while at the home.

-We are also concerned about the lack of transparency from MHA regarding access to information about the Q&A session and lack of clear policies and procedures such as what happens if someone shows up to the home without following the proper intake procedure, or if someone shows up to the home under the influence of drugs or alcohol. When asked if a guest at the home has needed to go to a higher level of care, we were told of one incident where a guest being asked the intake questions upon arrival had a panic attack and needed to be transported by ambulance to a hospital. On the sheriff department's record of this call it states that this happened on Saturday 11/9/24 at 10:33pm and the guest had been at the home since Wednesday. The guest had been at the home three full days before this occurred, it did not happen upon intake as we were told. Given that we are being asked to put a large amount of trust in MHA, whom we have no experience with, it is concerning that we have been told inaccurate information from them already. We have requested MHA's intake procedure and policies in writing and have yet to receive a response from them.

-We feel everyone in the neighborhood should know what the conditions of the permit to use the property are, a very clear set of expectations of guests at the home and a clear plan for who is responsible for determining what issues would constitute termination of the rental agreement.

We absolutely honor and respect our Veterans and understand the need for different care options such as respite. However, we do not feel as though this program is worth the state investment with such little return or that the middle of a subdivision is an appropriate location for this type of operation.

Thank you for your attention to this matter.

Dean and Amanda (Mandy) Ziemienski

N4 W27393 Hilltop Dr Pewaukee 53188

Sent from my Galaxy

Tarczewski, Kelly

From: Brown, Colleen
Sent: Monday, July 27, 2026 12:36 PM
To: Tarczewski, Kelly
Subject: Fw: Mental health America of Wisconsin

Please add to the 8/3 packet

Colleen

Get [Outlook for iOS](#)

From: Reginald Smith <smithreggiecpa13@gmail.com>
Sent: Sunday, 26 July 2026 16:58:00
To: Brown, Colleen <brown@pewaukee.wi.us>
Subject: Re: Mental health America of Wisconsin



This message needs your attention

- No employee in your company has ever replied to this person.
- This is a personal email address.

Report or Mark Safe

Powered by Mimecast

Dear Ms Brown

We are writing to express our opposition to the proposed conversion of the single family residence located at N2 W27318 Lyles Drive to a Mental Health America "respite" house.

We have resided in this neighborhood for 43 years. We have enjoyed raising our two children and now grandchildren in this wonderful neighborhood.

The proposal by MHA to locate a transient "respite" facility in our neighborhood is inappropriate and inconsistent with the safe family atmosphere of the area.

We cherish the rural nature of our neighborhood which does not include sidewalks, street lights or public transportation.

We have also learned of these important notes from the MHA meeting.

1. Complete background checks are NOT conducted; only WI CCAP records are reviewed.
2. Medical history is NOT included in the vetting process.
3. NO weapons searches are conducted on guests upon arrival or at ANY time during their stay.

We do not want to have multiple people throughout the year who do not own property in our neighborhood. This is not the right area for this type of facility.

With grave concerns,

Reg and Jayne Smith
W274N374 Highview Lane
Waukesha WI



W270N2793 Elm Ave
Pewaukee, WI 53072
(262) 696-4177

July 6 , 2026

To whom it may concern;

This letter certifies that Dakota Vitrano has accepted a position at Mugshotz and is applying for her bartending license for the City of Pewaukee. I am aware of her past offenses as she has previously worked for us and since then she has made better mature life choices which is why we would like to welcome her back to the Mugshotz team with a fresh start.

With our appreciation,

Craig Werner
(Owner)

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and Possible Action Regarding Cedar Gables LLC Letter of Credit Reduction from \$394,828.46 to \$232,975.16 (a Reduction of \$161,853.30). [Wagner]

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

Cedar Gables Development has requested a 4th reduction in their letter of credit due to completion of the onsite sanitary sewer, water main, and storm sewer infrastructure.

The Developer is requesting a reduction of \$196,593.30. However, I have reduced this value to \$161,853.30. The Developer's request included some items which were change orders and not part of the original guarantee. Included in my number is a release of the paving of Watertown Road and North Avenue from the offsite sewer installation that occurred last year with final repairs being completed this Spring.

The Development has a combination of letter of credit and bonds for their financial guarantee. This is a reduction of their letter of credit value. The total remaining value of their financial guarantee is \$799,506.46 which is sufficient to complete the development.

We recommend approval of this reduction.

Fiscal Impact:

Recommended Motion:

Council approve the Letter of Credit Reduction from \$394,828.46 to \$232,975.16 (a Reduction of \$161,853.30).

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: 6/25/2026
RE: Cedar Cables, LLC – LOC
Dated December 23, 2024

Attn: Magdelene Wagner

Cedar Gables – Letter of Credit summary and 7/06/2026 reduction request:

- 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 : (\$ 229,852.50)
- City requested additional Bonding items for approvals and
commencement of Phase 1 Utilities and Building permits:
 - Watermain loop connection : \$ 90,000.00
 - Cul-de sac in lieu of “t” intersection : (\$ 24,450.00)
 - Completion of Phase II pond : \$ 119,463.00
 - 10% RETIANER ADD : \$ 18,501.30

5/04/2026 PARTIAL LETTER OF CREDIT REDUCTION : (\$ 830,132.60)

CITY LOC/BOND AMOUNT AS OF 5/04/2026: \$ 966,434.75

- **7/06/2026 Requested partial reduction: City of Pewaukee / Cedar Gables Letter of Credit: Edgerton Contractors – Phase 1 Utility work completed to date:**
 - AIA certificate for payment document 26046-003 (\$ 218,437.00)
 - Less 10% City retainage \$ 21,843.70

TOTAL 7/06/2026 REQUESTED LETTER OF CREDIT REDUCTION:\$ 196,593.30

CURRENT CITY LOC/BOND AMOUNT AS OF 7/06/2026: \$ 769,841.45

APPLICATION AND CERTIFICATE FOR PAYMENT

TO :
RAP Properties LLC
13965 W Burleigh Rd , Suite 101
Brookfield, WI 53005

PROJECT:
Cedar Gables 2026
N18W22670 Watertown Rd
Pewaukee, WI 53072

AIA DOCUMENT G702

APPLICATION NO. 26046-003

PERIOD: 05/31/26

Distribution to:

OWNER
ARCHITECT
CONTRACTOR
OWNER'S REP

FROM:

Edgerton Contractors, Inc.
545 W Ryan Road; PO Box 901
Oak Creek, WI 53154
CONTRACT FOR:

CONTRACT DATE:

INVOICE # 26046-003

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
Number	Date Approved	
1	5/15/2026	50,600.00
TOTALS	50,600.00	
Net change by Change Orders	50,600.00	

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

CONTRACTOR: Edgerton Contractors, Inc.

By: *[Signature]*

Date: 5-22-26

1. ORIGINAL CONTRACT SUM.....	\$	2,228,481.00
2. Net change by Change Orders.....	\$	50,600.00
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	2,279,081.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	1,140,806.55
(Column G on G703)		
5. RETAINAGE:		
a 10% of Amount Billed	\$	114,080.66
(Column G on G703)		
b. 0 % of Stored Material	\$	
(Column J on G703)		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of G703).....	\$	114,080.66
6. TOTAL EARNED LESS RETAINAGE.....	\$	1,026,725.90
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR		
PAYMENT (Line 6 from prior Certificate).....	\$	-830,132.60
8. CURRENT PAYMENT DUE.....	\$	196,593.30
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$	1,252,355.11
(Line 3 less Line 6)		

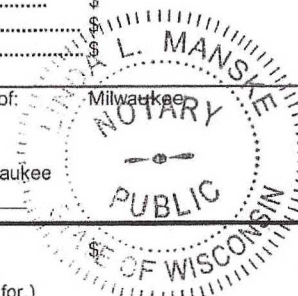
State of: Wisconsin

County of: Milwaukee

Subscribed and sworn to before me this 22 day of May

Notary Public: *[Signature]* County of: Milwaukee

My Commission expires: 8-29-26



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNTS CERTIFIED is payable only the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

G702-1983

CONTINUATION SHEET		AIA DOCUMENT G703								
APPLICATION NO.		26046-003								
PERIOD:		05/31/26								
RAP Properties LLC		Page 1 of								
Edgerton Contractors, Inc. Job # 26046										
ITEM NO.	DESCRIPTION OF WORK	(A) SCHEDULED VALUE	(B) EXECUTED C.O.'S & REVISIONS	(C) REVISED CONTRACT AMOUNT	(D) APPROVED PREVIOUS REQUEST	(E) WORK IN PLACE THIS PERIOD	(G) TOTAL COMPLETED TO DATE	(H) % CMPLT	(I) BALANCE TO FINISH	(J) 10% RETAIN.
	Utility Mobilization	\$ 159,185.00		\$ 159,185.00	\$ 119,388.75	\$ 31,837.00	\$ 151,225.75	95.0%	\$ 7,959.25	\$ 15,122.58
	Utility Outside LOD Clearing Phase 1	\$ 1,100.00		\$ 1,100.00	\$ -		\$ -	0.0%	\$ 1,100.00	\$ -
	Storm Sewer Phase 1	\$ 340,000.00		\$ 340,000.00	\$ 170,000.00	\$ 136,000.00	\$ 306,000.00	90.0%	\$ 34,000.00	\$ 30,600.00
	Sanitary Sewer Phase 1	\$ 389,664.00		\$ 389,664.00	\$ 370,180.80		\$ 370,180.80	95.0%	\$ 19,483.20	\$ 37,018.08
	Watermain Phase 1	\$ 292,000.00		\$ 292,000.00	\$ 262,800.00		\$ 262,800.00	90.0%	\$ 29,200.00	\$ 26,280.00
	Utility Street Openings and Outside LOD Clearing Phase 2	\$ 5,200.00		\$ 5,200.00	\$ -		\$ -	0.0%	\$ 5,200.00	\$ -
	Storm Sewer Phase 2	\$ 271,000.00		\$ 271,000.00						
	Sanitary Sewer Phase 2	\$ 364,000.00		\$ 364,000.00	\$ -		\$ -	0.0%	\$ 364,000.00	\$ -
	Watermain Phase 2	\$ 406,332.00		\$ 406,332.00	\$ -		\$ -	0.0%	\$ 406,332.00	\$ -
	Crane Mats		\$ 25,915.00	\$ 25,915.00	\$ -	\$ 25,915.00	\$ 25,915.00	100.0%	\$ -	\$ 2,591.50
	Hall Sanitary Silt Soil Off Site		\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	100.0%	\$ -	\$ 800.00
	Total Sone Over Run		\$ 16,685.00	\$ 16,685.00	\$ -	\$ 16,685.00	\$ 16,685.00	100.0%	\$ -	\$ 1,668.50
	SUBTOTAL	\$ 2,228,481.00	\$ 50,600.00	\$ 2,279,081.00	\$ 922,369.55	\$ 218,437.00	\$ 1,140,806.55	50.0%	\$ 867,274.45	\$ 114,080.66

PARTIAL WAIVER OF LIEN THROUGH 3/31/2026

STATE OF WI }
COUNTY OF Milwaukee } SS

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by
to furnish

RAP Properties/Cedar Gables LLC

Earthwork

for the premises known as

N18W22670 Watertown Rd

located at

Pewaukee WI

THE undersigned, for and in consideration of

One Hundred Ninety-Six Thousand Five Hundred Ninety-Three and 30/100

(\$196,593.30)

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 consideration due or to become due from the Owner, on account of all labor, services, material,
fixtures, apparatus or machinery, furnished to by the undersigned for the above-described premises, INCLUDING EXTRAS*

DATE

5-22-20

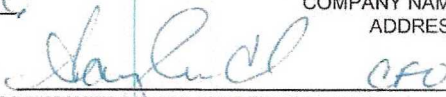
COMPANY NAME

Edgerton Contractors, Inc.

ADDRESS

PO Box 901 Oak Creek, WI 53154

SIGNATURE AND TITLE



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

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and Possible Action Regarding The Glen at Springdale [Wagner]

- A. Approve the Developer's Agreement.
- B. Establish the Financial Guarantee in the Amount of \$5,756,194.08.

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

The Glen at Springdale is looking to develop a subdivision with a mix of single-family and 4-unit condominium buildings. The development will install sanitary sewer, water main, storm sewer, stormwater ponds, and roads which will be dedicated to the City.

The developer's agreement outlines the requirements for development and outlines procedures the Developer must follow. The financial guarantee ensures the public infrastructure being installed.

Staff is recommending the financial guarantee value be \$5,756,194.08 for phase 1.

Phase 2 of the development will follow shortly after the first phase but staggering the starts assists with the financing of the development. Phase 2 will have its own financial guarantee posted at a later date.

Fiscal Impact:

Recommended Motion:

Council approve the developer's agreement and the value of the financial guarantee contingent on final approval by the City Director of Public Works and City Attorney.

DEVELOPER'S AGREEMENT
FOR
THE GLEN AT SPRINGDALE
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this _____ day of _____, 2026, between The Glen at Springdale, LLC, a Wisconsin Limited Liability Company acting through a wholly-owned subsidiary, whose principal business office is located N63W23849 Main Street, Sussex, WI 53089, 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 the SUBJECT LANDS for single family residential and multi-family condominium purposes by use of the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land division and development (the "Project"); 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 Rs-6 Single Family Residential District and Rm-1 PUD Multiple-Family District, which allows the above-described development; and

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

WHEREAS, the DEVELOPER and 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 within the Project and further that the DEVELOPER shall dedicate the public improvements to the CITY, provided that said public improvements are constructed to municipal specifications, all applicable government regulations, this AGREEMENT and as reasonably 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 approved by the CITY Plan Commission and CITY Common Council, conditions of certain agencies and individuals in the County, all CITY ordinances and all laws and regulations governing said development; and

WHEREAS, the Plan Commission of the CITY has given conditional Preliminary Plat approval to the Project, as shown on the document marked "Preliminary Plat" on file in the CITY Clerk's office, 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, on June 1, 2026 the CITY Common Council approved the Grading and Stockpiling of Fill Material Agreement ("GRADING AGREEMENT") that allowed DEVELOPER to place, grade and stockpile fill material on the Project prior entering into this AGREEMENT and upon entering into this Agreement, the terms and conditions of the GRADING AGREEMENT shall be incorporated by this reference and such GRADING AGREEMENT as a stand-alone Agreement is no longer in force or effect and is subsumed by this AGREEMENT; and

This AGREEMENT shall become effective upon its approval by the CITY Council and upon signature by the CITY and DEVELOPER.

WHEREAS, the DEVELOPER is now seeking from the Plan Commission and Common Council of the CITY final plat approval for the Project.

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. 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 preliminary plat, approved engineering plans of the Project, or final plat as the case may be, and the plans and specifications on file in the CITY Clerk's office.
3. Construction of the public streets providing access to and fronting a specific lot 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 lot.
4. The first lifts of the public streets will be completed and presented to the CITY Common council no later than June 30, 2027, or as extended by the CITY Common council. If the public street plan is phased pursuant to a phasing plan approved by the CITY Common council, the first lifts of the public streets will be completed and presented to the CITY Common council no later than November 24, 2027, 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 August 30, 2028, unless extended by the CITY Common council. If the public street plan is phased pursuant to the phasing plan approved by the CITY Common council, the final lift of asphalt shall be placed on all public streets after at least one winter season, but no later than August 30, 2029, unless extended by the CITY Common council.
6. The DEVELOPER shall maintain the public streets, including snowplowing, unless otherwise approved by the CITY Director of Public Works until accepted by resolution by the CITY Common council. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the CITY Engineer. Said "as built" shall be on reproducible mylar and digital file.
7. Contractors working on the development or on individual lots are required to clean up all mud, dirt, stone or debris on the streets adjacent to the Project no later than the end of each working day or as required by the Director of Public Works. In addition, 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. PUBLIC 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 Project, all in accordance with the plans, specifications and drawings on file in the CITY Clerk's office 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.
3. To furnish "as built" plans of the sanitary sewage system for the Project. Said "as built" plans shall be on reproducible mylar and digital file and shall include locations of laterals to lot lines, pursuant to specifications approved by the CITY Engineer prior to the issuance of building permits.
4. To televise the sanitary sewer system for the Project, repair any defects as determined by the CITY Engineer, supply the video tape to the CITY and clean all sewer lines prior to the acceptance of the improvements in each phase by the CITY and within 30 days of the final surface being placed on the roadways.
5. That no building permits shall be issued until the sanitary sewer system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.

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 on file in the CITY Clerk's office 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. The DEVELOPER shall furnish "as built" plans identifying any deviation from the construction plans, pursuant to specifications approved by the CITY Engineer. Alternatively, at the request of the DEVELOPER, the City will complete the as-builts at the expense of the DEVELOPER. Said "as built" plans shall be on reproducible mylar and digital file, and shall include field locations, valves, hydrant valves, hydrant, horizontal and vertical bends and curb stops, if any.

D. SURFACE AND STORM WATER DRAINAGE: 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 that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and CITY regulations, guidelines, specifications, laws and ordinances, and written proof that a Notice of Intent has been reviewed and approved by the Department of Natural Resources ("DNR") and issuance of the CITY erosion control permit.
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 all plans and specifications on file in the CITY Clerk's office, and all applicable federal, state, county and CITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer including where necessary as determined by the CITY Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/ detention basins.
3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed and accepted by the CITY Common council before any occupancy permits are issued.
4. To maintain adjacent roads free from mud and dirt from construction of the development.
5. The CITY Common Council will not accept the surface and storm water drainage system until the entire system is installed and restored in accordance with plans and specifications to the satisfaction of the CITY Engineer.
6. The DEVELOPER shall televise and clean all storm sewers, if any, prior to acceptance of improvements by the CITY Common and within 30 days of the final surface paving.
7. 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 anticipated

stormwater drainage within the development and surrounding area to municipal standards as uniformly applied.

8. To furnish "as built" plans of the entire drainage system in each phase, pursuant to specifications approved by the CITY Engineer prior to the issuance of occupancy permits in each phase, if required by the CITY Engineer.

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

1. Prior to commencing site grading and excavation, 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, county and local 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 have approved said plans.
2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be seeded and mulched, sodded or otherwise protected from erosion, siltation, sedimentation and washing out in accordance with the plans and specifications reviewed and approved by the CITY Engineer, and the DNR, if applicable.
3. All disturbed areas not subject to ongoing construction activity shall be restored to the satisfaction of the CITY Engineer within seven (7) days of cessation of construction activity. Any portion of cash or letter of credit posted with the CITY applicable to site grading will not be released until the CITY Engineer is satisfied that no further erosion measures are required and the site has reached full restoration.

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, drainageways, building foundation sites, private driveways, fill or cut areas of the Project, utility installations, 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, will be completed and certified as complete by the CITY Engineer prior to the issuance of any building permits unless otherwise approved by the CITY Engineer.
4. The DEVELOPER shall delineate all wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the CITY staff.
5. The CITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the CITY right-of-ways and drainageways.

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

1. Street signs, traffic control signs, posts and guard rails as required by the CITY 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. STREET LIGHTS: The DEVELOPER hereby agrees to install a street lighting system in the development according to a plan prepared by We Energies that is on file with the CITY Clerk and approved by the CITY prior to issuance of building permits, unless waived by CITY Staff.

I. 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. If there is any reasonable engineering basis to dispute such necessity, the parties shall refer the matter to a mutually agreed upon third party engineering firm for resolution.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Section I above shall be completed by the DEVELOPER in total within twelve (12) months of the date of preconstruction meeting and following the execution of this AGREEMENT, except as otherwise provided for in this AGREEMENT. The improvements set forth in Section I above shall be completed by the DEVELOPER in total within twelve (12) months of the date DEVELOPER provides written notice of their intent to proceed with construction of the improvements, except as otherwise provided for in this AGREEMENT.

SECTION III. 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 the improvements completed as a whole, and shall be granted specifically by separate resolution of the CITY Common Council. The two-year guarantee period provided for in this AGREEMENT shall not commence to run until Final Acceptance or six months after the first lift of asphalt is constructed whichever is earlier. The DEVELOPER shall request final acceptance from the CITY. The issuance of building permits and approval of various items of development shall not commence the two-year guarantee period.

SECTION IV. 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 to the CITY, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, 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 consent required of, the DEVELOPER.

Dedication shall not constitute acceptance of any improvement by the CITY Common council. All improvements will be accepted by the CITY Common council by separate resolution at such time as such improvements are in acceptable form and according to the CITY specifications. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. 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 mortgages.

SECTION V. 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 required by all federal, state, county or CITY guidelines, specifications, regulations, laws and ordinances and approved by the CITY Engineer.

SECTION VI. 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 VII. GUARANTEES OF IMPROVEMENTS:

- A. Guarantee. The DEVELOPER shall guarantee after Final Acceptance of, the public improvements and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of two years from the date of Final Acceptance by providing the CITY with cash or a letter of credit in a form acceptable to the CITY Attorney in an aggregate amount of ten percent (10%) of the total cost of all improvements. The DEVELOPER shall pay for any damages 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 under applicable statute of limitations. If the DEVELOPER fails to pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the cash or letter of credit on file with the CITY, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the 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 written notice has been sent as provided herein, the CITY Common council may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the CITY Common council may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the CITY Common council in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guaranteed security, then the DEVELOPER shall immediately pay any excess cost or expense incurred for the correction.

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 by the CITY Common council. This maintenance shall include routine maintenance, such as crack filling, roadway patching and the like. In cases where emergency maintenance is required, the CITY Common council retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period.
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 until Final Acceptance by the CITY Common council. Should the DEVELOPER fail to meet this requirement, the CITY Common council will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.
3. In the event drainage problems arise within the Project or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the reasonable 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 non-functioning 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 Common council is satisfied by the acceptance of such improvement that the DEVELOPER has restored all areas which were disturbed because of this development.

SECTION VIII. CITY RESPONSIBILITY FOR IMPROVEMENTS:

The CITY shall not be responsible to perform repair, maintenance or snow plowing, unless otherwise approved by the CITY Director of Public Works on any improvements until accepted by the CITY Common council.

SECTION IX. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF FINAL PLAT:

If a DEVELOPER proceeds with the installation of public improvements or other work on the site prior to approval of the final plat, it proceeds at its own risk as to whether or not the final plat will receive all necessary approvals. The DEVELOPER, prior to commencement of the installation of public improvements or other work on site shall notify the CITY of the DEVELOPER'S intention

to proceed with the installation of public improvements or other work on site, prior to approval of the final plat. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on site inspected by the CITY Engineer.

SECTION X. FINANCIAL GUARANTEE:

Prior to the commencement of work under this AGREEMENT, the DEVELOPER shall file with the CITY cash or a letter of credit setting forth terms and conditions in a form approved by the CITY Attorney in the amount equal to 120% of the cost of the improvements defined herein and as approved by the CITY Engineer and Common Council as a guarantee that the DEVELOPER will perform all terms of this AGREEMENT no later than one year from the signing of this AGREEMENT, except as otherwise set forth in this AGREEMENT. If at any time:

- A. The DEVELOPER is in default of any aspect of this AGREEMENT, or
- B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this AGREEMENT unless otherwise provided herein or as extended by this AGREEMENT or by action of the CITY Common council, or
- C. The letter of credit on file with the CITY is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by CITY Engineer, and in a form approved by the CITY Attorney, to pay the costs of improvements in the development, the DEVELOPER shall be deemed in violation of this AGREEMENT and the CITY Common Council shall have the authority to draw upon the letter of credit.

The amount of the letter of credit may be reduced from time to time as and to the extent that the portion of work required under this AGREEMENT is completed and paid for, provided that the remaining letter of credit is sufficient to secure payment for any remaining improvements and also provided that no reduction shall occur until it is approved in writing by the CITY Common Council.

The lending institution providing the irrevocable letter of credit shall pay to the CITY Common council 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 lot in the development payable with the next succeeding tax roll.

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no building or occupancy permits shall be issued for any homes, including model 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 lot for which a building permit is requested has been completed.
- 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 Common council.

- C. All 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 which are approved by the CITY, filed with the CITY Clerk and recorded with the Register of Deeds.
- G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
- H. All required sanitary sewer, water and drainage system "as built" plans for the SUBJECT LANDS have been submitted pursuant to specifications approved by the CITY Engineer.
- I. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures (unless waived by the CITY Administrator), and the sanitary sewer, water and drainage systems have been dedicated to and accepted by the CITY.
- J. The DEVELOPER is not in default of any aspect of this AGREEMENT.
- K. There is no default of any aspect of this AGREEMENT as determined by the CITY Director of Public Works.
- L. The DEVELOPER has delineated the wetlands that are on or adjacent to private lots by means of cedar posts, as approved by the CITY Staff prior to the issuance of building permits.

SECTION XI(A). EARLY START BUILDING PERMITS.

Notwithstanding anything contained in this AGREEMENT to the contrary, up to five (5) early issue building permits for condominium buildings will be allowed by the CITY upon meeting requirements B, C, D, E, F, G, J, K and L of Section XI above, all public utilities have been installed in the SUBJECT LANDS to the satisfaction of the CITY Engineer and the full thickness of the stone base has been installed providing access to and fronting a specific lot for which a building permit is requested. The early start building permits may be issued for construction only for the buildings identified in **EXHIBIT E**. No building may be occupied for residential living purposes until all requirements outlined in Section XI have been satisfied.

SECTION XII. 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, subject to the right to cure in Section XXXII below.

SECTION XIII. VACANT LOT MAINTENANCE EASEMENT.

DEVELOPER shall grant a vacant lot maintenance easement to the CITY, in a form that is subject to the approval of the CITY Attorney, and which shall be recorded with the Waukesha County Register of Deeds. The easement shall grant the CITY the right (but not the obligation) to enter upon any vacant Lot in the SUBJECT LANDS in order to inspect, repair, or restore the property so that it is in compliance with all applicable provisions of the CITY Municipal Code, including

but not limited Chapter 253, entitled " Nuisances and Property Maintenance", and Chapter 216, entitled "Health and Sanitation. A vacant lot shall include any lot that does not have an occupied principal structure that is used for single family purposes at the time of inspection, repair or restoration. All costs incurred by the CITY in exercising its right to inspect, repair or restore the Lot shall be borne by the owner of the Lot necessitating such inspection, repair or restoration and if not paid for by such Lot owner within forty-five (45) days of receipt of any invoice therefore, may be placed against the tax roll for the Lot and collected as a special charge by the CITY.

SECTION XIV. VACANT LOT MAINTENANCE FINANCIAL SECURITY.

The CITY may draw on the financial security defined in Section X of this AGREEMENT if DEVELOPER fails to properly be maintained the lots to the minimum standards described in the CITY Municipal Code, including but not limited to Chapter 253, entitled " Nuisances and Property Maintenance", and Chapter 216, entitled "Health and Sanitation. The CITY's right to draw upon the financial surety for the property maintenance stated above shall be in full force and effect until such time as all Lots in the development are rough graded and stabilized with adequate growth of grass.

SECTION XV. RESTRICTION AGAINST UNFINISHED OR UNOCCUPIED HOMES.

The parties intend that all dwellings in the Project shall be owned, occupied and used for single family purposes. The parties also intend that homes or condominium units on the lots or condominium pads will not be left unfinished or unoccupied for an extended period of time.

SECTION XVI. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

Provide any easements including vision easements on the Project deemed necessary by the CITY Engineer before the final plat is signed or on the final plat and such easements shall be along lot lines if at all possible.

B. TREE PLANTING:

Within 12 months of issuance of an occupancy permit for a specific lot, every lot owner shall plant one tree, having a diameter of 2-1/2 inches at breast height at the time of planting, in the front yard of each lot in the development. The landscaping of the condominium pads shall be completed in accordance with landscape plans prepared by Teska dated _____, 2026 and approved by the CITY.

C. MANNER OF PERFORMANCE:

Cause all construction called for by this AGREEMENT to be carried out and performed in a good and workerlike manner.

D. SURVEY MONUMENTS:

Properly place and install any lot, block or other monuments required by State Statute, CITY Ordinance or the CITY Engineer.

E. DEED RESTRICTIONS:

Execute and record single family deed restrictions and condominium documents in a form that is subject to the approval of the CITY Common council and CITY Attorney and provide proof of recording prior to sale of lots or condominium units for the Project. The deed restrictions and condominium documents shall contain language requiring the condominium association within the subdivision to maintain all stormwater management facilities in accordance with the "Storm Water Management Practices Maintenance Agreement" entered into for the Project. The single family deed restrictions and condo declarations shall also contain the following language:

"Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Grading & Drainage 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 any lot, 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."

F. GRADES:

Prior to the issuance of a building permit for a specific lot or condominium pad, the DEVELOPER and/or lot/condominium pad owner and/or their agent shall furnish to the Building Inspector of the CITY a copy of the stake out survey showing the street grade in front of the lot, the proposed finished yard grade, the existing grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

G. RESERVE CAPACITY ASSESSMENTS - SANITARY SEWER:

As provided in the CITY Land Division Ordinance, the DEVELOPER agrees to pay a reserve capacity assessment to be used for the costs of reserve capacity created by the CITY in the CITY's sanitary sewerage collection and treatment facilities for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this AGREEMENT, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the Project shall be in an amount established by the CITY's Land Division Ordinance, including annual increases.

The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein.

The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of special assessment levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property. In addition, the DEVELOPER waives its right under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property as authorized under this AGREEMENT. The municipality shall levy such assessments in conformity with this AGREEMENT, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.

H. RESERVE CAPACITY ASSESSMENTS - WATER:

The DEVELOPER agrees to pay a reserve capacity assessment as required in Section 22.23(2)(b) and other relevant sections of the CITY Code, to be used for the costs of reserve capacity created by the CITY in the CITY's water system for the benefit of the DEVELOPER. The municipality shall levy such assessments in conformity with this AGREEMENT, pursuant to Chapter 66 Subchapter VII, Wisconsin Statutes. The reserve capacity assessments against the Project shall be an amount established in the CITY's Land Division Ordinance and is subject to annual increases.

The DEVELOPER hereby waives, pursuant to Section 66.0703(7)(b), Wisconsin Statutes, any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of special assessments [including, but not limited to, the notice and hearing requirements of Chapter 66 Subchapter VII] and agrees that the municipality may proceed immediately to levy the special assessments as outlined herein. The DEVELOPER further waives its right to appeal from the special assessments and stipulates that the amount of the special assessments levied against its property has been determined on a reasonable basis and that the benefits to its property from the proposed improvements exceed the amount of the special assessment against such property.

In addition, the DEVELOPER waives its rights under Section 66.0627 and agrees to promptly pay any special charges which may be levied against its property as authorized under this AGREEMENT. The municipality shall levy such assessments in conformity with this Agreement, pursuant to Chapter 66 Subchapter VII and Section 66.0627, Wisconsin Statutes.

I. UNDERGROUND UTILITIES:

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

J. PERMITS:

Provide and submit to the CITY upon request, valid copies of any and all governmental agency permits.

K. REMOVAL OF TOPSOIL:

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

L. PARK AND PUBLIC SITE DEDICATION FEES:

- M. To pay as provided in the CITY'S Ordinances, a fee per dwelling unit in lieu of the dedication of lands for park and public sites. The residential impact fee for each dwelling unit in the development shall be paid at the time of building permit for a specific lot or for all units within a condominium building pad.

N. DIGGERS HOTLINE.

DEVELOPER or DEVELOPER's site construction contractor shall become a member of Diggers Hotline and provide evidence of such membership to the CITY Clerk before commencement of any land disturbing activities on the Project. DEVELOPER or DEVELOPER's site construction contractor shall maintain said membership until all

subsurface Improvements required under Section I have been finally accepted by the CITY as provided in Section III.

O. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the Project is located near existing residences. Construction of improvements shall not begin before 7:00 a.m. including equipment start up during weekdays and 8:00 a.m. on Saturdays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and 1:00 p.m. on Saturdays. No work is allowed on Sundays.

P. DEBRIS:

The DEVELOPER has ultimate responsibility for cleaning up debris that has blown from buildings under construction within the Project until such time as all improvements have been installed and accepted by the CITY Common council. 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 twenty-four (24) hours after receiving 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.

Q. DUTY TO CLEAN ROADWAYS:

The DEVELOPER shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The DEVELOPER shall clean the roadways within twenty-four (24) hours after receiving a notice from the CITY Engineer. If said mud, dirt and stone is not cleaned up after notification, the CITY will do so at the DEVELOPER's expense. The CITY will do its best to enforce existing ordinances that require builders to clean up their mud from construction.

R. PUBLIC CONSTRUCTION PROJECTS:

If any aspect of the development involves a public construction project subject to the State law, all requirements of the State Public Construction Bidding Law must be satisfied, including but not limited to, providing a performance bond. The parties currently contemplate no such public construction bidding statute is applicable.

S. ZONING CODE:

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

SECTION XVII. 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 development improvements covered by this AGREEMENT, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, and administrative work. CITY employee costs shall be based on regular CITY pay rates (or Engineering and administrative overtime, if applicable) plus 40% on the hourly rate for overhead and fringe benefits

for any time actually spent on the project. Any costs for outside consultants shall be charged at the rate the consultant charges the CITY with a 2% administrative charge. 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 development land as a special charge pursuant to §66.0627, Wis. Stats.

SECTION XVIII. 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. 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 XIX. CITY RESPONSIBILITY:

- A. The CITY agrees to pay for the following oversizing costs, if it is determined by the CITY that the oversizing is necessary. The oversizing costs shall be calculated by viewing bids to determine the cost differences between the stated sizes. The CITY reserves the right to determine the bid amounts to be used in this calculation.
1. Cost of increasing the size of the water main from eight inches to twelve inches, including the cost of larger valves, fittings restraints, and appurtenances.
 2. The DEVELOPER shall submit documentation reasonably acceptable to the CITY, including contractor pay applications, invoices, and any other supporting documentation requested by the CITY substantiating the actual incremental costs. Reimbursement shall be made within thirty (30) days following the installation of the water main improvements, receipt of complete supporting documentation, and approval of the reimbursement amount by the CITY.
- B. The CITY agrees to allow the DEVELOPER to connect to the CITY's municipal water system and sewerage system at such time as the water system and sanitary sewer system required herein has been dedicated to and accepted by the CITY.

SECTION XX. 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, general liability insurance coverage in the forms and in the amounts as required by the CITY.

SECTION XXI. EXCULPATION OF CITY CORPORATE AUTHORITIES:

The parties mutually agree that the CITY President of the CITY Common council, 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 XXII. 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 XXIII. ZONING:

The CITY does not guarantee or warrant that the Project 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 the parties' responsibility under this AGREEMENT.

SECTION XXIV. 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 XXV. PRELIMINARY PLAT AND FINAL PLAT CONDITIONS:

The DEVELOPER acknowledges that the Project is subject to a conditional preliminary plat approval and a conditional final plat approval by the CITY. The DEVELOPER further agrees that it is bound by these conditions. A copy of the conditional preliminary plat approval for the SUBJECT LANDS is attached hereto and incorporated herein as **EXHIBIT C**, and the conditional final plat approval for the SUBJECT LANDS is incorporated herein as **EXHIBIT D**. If there is a conflict between the conditions as forth in said conditional approvals and this AGREEMENT, the more restrictive shall control.

SECTION XXVI. 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 lot or any interest in any lot or parcel of land in the SUBJECT LANDS.

SECTION XXVII. ASSIGNMENT:

The DEVELOPER shall not assign this agreement without the written consent of the CITY. The assignee must agree to all terms and conditions of this document in writing.

SECTION XXVIII. 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 Project.

SECTION XXIV. HEIRS & ASSIGNS:

This AGREEMENT is binding upon the DEVELOPER, owners, their successors and assigns, and any and all future owners of the Project.

SECTION XXX. AMENDMENTS:

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

SECTION XXXI. RIGHT TO CURE.

Upon any default by Developer of this AGREEMENT, and as a condition precedent prior to the CITY exercising any of its rights and remedies available pursuant to this AGREEMENT for such default, the CITY shall give the DEVELOPER written notice of the default and the DEVELOPER shall then have fifteen (15) days to commence to cure such default. After the CITY has given fifteen (15) days written notice to the DEVELOPER of the default, but only if the default has not been cured to the reasonable satisfaction of the CITY within said fifteen (15) days, or if the default cannot be cured within fifteen (15) days and Developer does not provide assurances satisfactory to the CITY Common council that the default will be cured as soon as possible, DEVELOPER shall be deemed in default of this AGREEMENT and the CITY shall be entitled to exercise any and all of its rights and remedies as set forth in this AGREEMENT. DEVELOPER and the CITY further acknowledge and agree that the fifteen (15) day right to cure set forth herein shall not apply when the CITY Common council deems the default to materially affect public safety or the preservation of private property of others.

(Signatures are located on the following page)

CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

Steve Bierce, Mayor

Kelly Tarczewski, Municipal Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2026, 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 Mayor 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 CITY Common council from their meeting on the _____ day of _____, 2026.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

APPROVED AS TO FORM:

CITY Attorney

As Revised June 8, 2026

<https://mlgcompanies.sharepoint.com/sites/MLGFiles/Projects/Pewaukee - The Glen at Springdale/Legal/Development Agreement/The Glen at Springdale Draft Development Agreement-JAB Redline 6-23-26.doc>

Exhibit A

Legal Description of Project

(See attached)

Exhibit B

Site Phasing Plan

(See attached)

Exhibit C

Conditions of Preliminary Plat Approval

(See attached)

Exhibit D

Conditions of Final Plat Approval

(See attached)

The Glen at Springdale Financial Guarantee Worksheet

Phase 1 ITEM	DESCRIPTION	ENGINEER'S QU/ UNIT	UPI CONTRACTOR UNIT PRICE	TOTAL
GRADING				
	SUBTOTAL GRADING ITEMS 1-14			\$886,508.10
EROSION CONTROL				
	SUBTOTAL EROSION CONTROL ITEMS 1-13			\$227,201.40
SANITARY SEWER				
	SUBTOTAL SANITARY SEWER ITEMS 1-9			\$1,420,507.00
WATER MAIN				
	SUBTOTAL WATER MAIN ITEMS 1-11			\$726,978.00
STORM SEWER				
	SUBTOTAL STORM SEWER ITEMS 1-16			\$740,010.00
POND QUANTITIES				
	SUBTOTAL POND ITEMS 1-16			\$38,443.00
ROADWAY / PAVEMENT				\$4,039,647.50
	SUBTOTAL ROADWAY & PAVEMENT ITEMS 1-12			\$757,180.90
Difference Between Low Bidder =				
TOTAL PHASE 1 I				\$4,796,828.40
20%				\$959,365.68
				\$5,756,194.08

X:\2025\25-01-796 ESSER PROPERTY - PEWAUKEE\DRAWINGS\CONSTRUCTION PLANS\ESSER_SITE_22X34.DWG



WETLAND DELINEATION NOTE:

Wetland boundaries shown hereon were field delineated by RA Smith (Tina Myers) on July 20, 2021.

P.E.C. DELINEATION NOTE:

P.E.C. Boundaries shown hereon were field delineated by Heartland Ecological Group, Inc. in 2025.

FLOODPLAIN NOTE:

The area labeled Floodplain on this Plot is located in Zone "X" as designated on the Flood Insurance Rate Map Number: 6513360216H dated October 19, 2023. Zone "X" is defined as areas determined to be outside the 0.2% annual chance Floodplain.

Site Data Table

- Total Area (excluding Springdale Rd ROW)	57.33 acres
- Wetland Area	- 3.33 acres
- Net Upland	54.0 acres
- Proposed Development:	
- Condominium Community	84 units
- Double Duplex = 15 buildings	
- Duplex = 12 buildings	
- Single Family Lots (Rs-6 - 90' wide, 12,500 sf)	48 lots
- TOTAL	162 units

Proposed Zoning

- Condominium Community	Rm-1 PUD*
- Lot Area = 0.5 ac	
- Lot Width = 120'	
- Setbacks:	
-- Front = 24.5' to building, 25' to garage (*)	
-- Wetland = 25'	
-- Side = 40' (*building-building), 25' side	
-- Rear = 35'	
- 2.5 parking spaces/unit	
- Single Family	Rs-6
- Lot Area = 12,500 sf	
- Lot Width = 90'	
- Setbacks:	
-- Front = 30'	-- Wetland = 25'
-- Side = 12'	
-- Rear = 35'	
- Wetland	LC

Existing Zoning

- A-2
- Rs-6
- LC

Land Use Plan

- Medium Density Residential

- WETLAND -112,037 SF
- PROP. P.E.C. -115,272 SF
- NET AREA = 259,436 SF

Public Street Length

- 5,412 lf
- 33.4 lf/unit

PROJECT:
THE GLEN AT SPRINGDALE
CITY OF PEWAUKEE, WISCONSIN
BY: CORNERSTONE DEVELOPMENT
N63 W23849 MAIN ST.
SUSSEX, WI 53089

REVISION HISTORY

DATE	DESCRIPTION
8/29/2025	PRELIMINARY PLAN
10/03/2025	PER CITY REVIEW
02/16/2026	CIVIL SUBMITTAL
05/22/2026	CIVIL SUBMITTAL

DATE:

MAY 22, 2026

JOB NUMBER:

25-01-796

DESCRIPTION:

PROPOSED
SITE PLAN

SHEET

C0.02



19035 W CAPITOL DRIVE
BROOKFIELD, WI 53045
PHONE: (262) 790-1480
FAX: (262) 790-1481
EMAIL: info@trioeng.com

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and Possible Action Regarding **Resolution 26-08-22** Partial Release of Developer Agreement Between Pewaukee and Ridgeview Corporate Park Phase II [Wagner].

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

A property, specifically PWC 0956999015, requested a release from an old Developer's Agreement for the Ridgeview Corporate Park Phase II in which it was a part of. The resolution provides for a partial release of the Developer's Agreement for the improvements that were constructed under the agreement. The remaining portions of the Developer's Agreement protect the community and should remain in effect. These include:

Section VI. General Indemnity

Section VII Agreement for Benefit of Purchaser

Section XIII Further Drainage Provision

Section XV Assignment

Fiscal Impact:

Recommended Motion:

Council approve resolution 26-08-22.

DEVELOPERS AGREEMENT
FOR THE

RIDGEVIEW CORPORATE PARK - PHASE II
LAND LOCATED IN U.S. PUBLIC LAND SURVEY
SECTION 23, T7N, R19E, TOWN OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT, Made this 13 day of April, 1995,
by and between WISPARK Corporation, hereinafter called the "DEVELOPER" and the TOWN
OF PEWAUKEE in the County of Waukesha and the State of Wisconsin, hereinafter called the
"TOWN".

WITNESSETH:

WHEREAS, The DEVELOPER has placed certain covenants, conditions and restrictions
on the use and development of that certain premises located in the Town of Pewaukee, Waukesha
County, Wisconsin, commonly known as RidgeView Corporate Park - Phase II; and,

WHEREAS, The DEVELOPER and TOWN desire to enter into this agreement in order
to ensure that the DEVELOPER make and install all public improvements which are reasonably
necessary, and further that the DEVELOPER shall dedicate any sanitary sewer system and water
system to the appropriate TOWN Sanitary District, and, shall dedicate the streets and storm sewer
system to the TOWN, provided that said public improvements are constructed according to
TOWN (or Sanitary District) specifications without cost to the TOWN (or Sanitary District); and,

WHEREAS, The DEVELOPER is desirous of dividing the premises by use of standard
platting regulations as set forth in Section 236 of the Wisconsin Statutes, and in Chapter 18 of
the Town Codes and Ordinances; and,

WHEREAS, This agreement is necessary to implement the Town Zoning and Land
Division Ordinances.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties
hereto agree as follows:

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

The DEVELOPER, entirely at his expense and in accordance with TOWN approved
specifications, on or before September 1, 1995 shall:

A. Roads and Streets:

Grade and install all planned public streets in accordance with the preliminary plat or
approved development plan of said development or subdivision and the plans and specifications
attached hereto as Exhibit "A".

Any proposed public street fronting a specific lot or building space will be completed, presented to and approved by the TOWN through curb and gutter and the first "base lift" or layer of asphalt paving material, before any occupancy permits are issued for said lot or building space.

All proposed public streets shall be maintained, including snowplowing and dirt/gravel removal, until accepted as completed public streets by resolution of the TOWN Board, which approval shall occur not later than sixty days after presentation by the Developer to the TOWN provided said improvements are in compliance with the requirements of this agreement and applicable ordinances, regulations and laws.

B. Surface Water Drainage:

Construct, install, furnish and provide erosion control devices and measures as well as adequate facilities for storm and surface water drainage, including curb and gutter, and where necessary, storm sewers, catch basins, and retention/detention basins in accordance with plans and specifications attached hereto as Exhibit "B".

The construction of surface and storm water drainage facilities shall be completed, to the extent necessary to serve the parcels in Phase II, and accepted by the TOWN before any occupancy permits are issued. Such acceptance shall occur not later than sixty days after presentation of said improvements by the Developer to the TOWN, provided said improvements are in compliance with the requirements of this agreement and applicable ordinances, regulations and laws.

The TOWN retains the right to require the DEVELOPER to install additional surface and storm water drainage measures if it is determined by the TOWN engineer that the original surface and storm water drainage plan as designed and/or constructed does not meet State or TOWN requirements that are in effect on the date hereof or will not effectively accommodate the anticipated storm water.

C. Public Sanitary Sewerage and Water Supply:

Construct, install and furnish public sanitary sewer and water supply facilities pursuant to agreement with the Town of Pewaukee Sanitary District No. 3.

D. Landscaping and site work:

1. Preserve the existing trees, wherever possible, in the installation of development or subdivision improvements.

2. Remove and lawfully dispose of all old barns, structures, and out-buildings, not a part of the planned development, as well as, destroyed trees, brush, tree trunks, shrubs, and all rubbish on or before September 1, 1995. The DEVELOPER shall, in accordance with TOWN site development practices and sound conservation practices, complete all landscaping and curb lawns before September 1, 1995.

E. Grading, Erosion and Silt Control: The DEVELOPER hereby agrees:

1. Prior to commencing site grading, DEVELOPER shall submit for review and approval by the TOWN engineer, the County Department of Environmental Resources, Division of Land Conservation, and the Army Corps of Engineers, if applicable, a storm damage and erosion and silt control plan.

2. 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 approved by the TOWN engineer, the County Department of Environmental Resources, Division of Land Conservation and Army Corps of Engineers, if applicable.

SECTION II. DEDICATION

A. Subject to all of the other provisions of this agreement and the exhibits attached hereto, the DEVELOPER shall, without charge to the TOWN, and upon completion of all of the above-described improvements, unconditionally give, grant, convey and fully dedicate the same to the TOWN, and, where appropriate, the Town Sanitary District, its successors and assigns forever, free and clear of all encumbrances whatever, together with and including without limitation because of enumeration, all land, buildings, structures, conduits, pipes, lines, plant, machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements together with any and all necessary easements for access thereto. After such dedication, the TOWN or the appropriate Sanitary District shall have the right to connect or integrate other facilities provided hereunder, as the TOWN decides, with no payment or award to, with no consent required of, the DEVELOPER.

B. Prior to the installation of any improvements the DEVELOPER agrees to furnish to the TOWN either a cash bond or an irrevocable letter of credit from a lending institution acceptable to the Town Attorney. Such cash bond or letter of credit will be in the amount of 120 percent of the expected costs of all such improvements as submitted to and approved in writing by the Town Engineer. No building permits shall be issued until such cash bond or letter of credit has been received and approved by the TOWN. The letter of credit, irrespective of its expiration date, will not expire unless at least six (6) months notice is given to the TOWN of the contemplated expiration of said letter of credit. As installation of improvements are complete to the satisfaction of the Town Engineer, the DEVELOPER may request reduction(s) in the cash bond or letter of credit. Cash bonds will be held with all interest accumulated to be retained by the TOWN.

C. In the event the DEVELOPER does not complete the installation of improvements by September 1, 1995, the TOWN shall have the authority, upon ten (10) days notice to the DEVELOPER, to complete the same and to take title hereto. The lending institution providing the cash bond or letter of credit, approved in writing by the Town Attorney, shall pay to the TOWN the cost of such completion upon demand, and upon its failure to do so, in whole or in part, the TOWN shall be empowered in addition to its other remedies, without notice of hearing, to impose a special assessment for the amount of said completion costs, upon each and every lot or parcel in the development payable with the next succeeding tax roll.

SECTION III. PAY COSTS

The DEVELOPER shall pay and reimburse the TOWN promptly upon billing for all fees, expenses, costs and disbursements which shall be reasonably incurred by the TOWN from and after the date hereof in connection with or relative to the construction, installation, dedication and acceptance of the subdivision improvements covered by this Agreement; including without limitation by reason of enumeration, design, engineering, preparing, checking and review of design, plans and specifications; supervision, inspection to insure that construction is in compliance with the applicable plans, specifications, regulation and ordinances and legal, administrative and fiscal work undertaken to assure and implement such compliance.

SECTION IV. MISCELLANEOUS REQUIREMENTS - The DEVELOPER agrees to:

A. Street and Traffic Signs:

Reimburse the TOWN for all street signs, traffic signs, posts and the labor for their installation as performed by the TOWN upon and submittal to the DEVELOPER of an invoice for such signs and installation.

B. Survey Monuments:

Properly place and install all survey or other monuments required by Wisconsin Statute or Town Ordinance.

C. Manner of Performance:

Cause all construction required or authorized for by this Agreement to be carried out and performed in a good and workmanlike manner.

D. Maintenance at Site Area:

Cause all adjacent streets to be cleaned of dirt, and other construction debris at the end of each working day.

SECTION V. GUARANTEE OF IMPROVEMENTS

The DEVELOPER shall guarantee the improvements described in Section 1A, 1B, 1C hereof, against defects due to faulty materials or workmanship which appear within a period of one year from the date of acceptance as herein provided, and shall pay for any costs incurred by the TOWN and any damages resulting therefrom to the TOWN or TOWN property. This warranty limit does not affect or bar claims for negligence discovered at a later date. Negligent workmanship shall be governed by Wisconsin on negligence.

SECTION VI. 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 the TOWN, its officers, agents and employees, and shall DEFEND the same, from and against any and all liability, claims, loss, damages, interest actions, suits, judgments, costs, expenses, attorneys' fees, and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which may in any manner result solely from or arise in the course of, out of, or as a result of the negligent performance of this AGREEMENT by Developer, the negligent construction nor operation of improvements covered thereby, the violation of any law or ordinance, the infringement of any patent, trademark, trade name or copyright, and the use of road improvements prior to their formal dedication to the TOWN as provided in Section II hereof. In every case, where judgment is recovered against the TOWN, and notice and opportunity to defend has been given to the DEVELOPER of the pendency of the suit within ten (10) days after its commencement, the judgment shall be conclusive upon the DEVELOPER not only as to the amount of damages, but also as its liability to the TOWN.

SECTION VII. AGREEMENT FOR BENEFIT OF PURCHASER

The DEVELOPER agrees that in addition to the TOWN's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any lot or parcel of land in the Corporate Park covered by this agreement.

SECTION VIII. CASH BONDS OR LETTERS OF CREDIT

A. In lieu of completing any improvements required herein, and at any time subsequent hereto, the DEVELOPER may deliver to the TOWN either cash or an irrevocable letter of credit approved in writing as to form by the Town Attorney, in such amount as approved by the Town Engineer as adequate to cover the DEVELOPER's obligation hereunder. (See Section II-B.)

B. Any letter of credit as set forth in Section II-B or in this section shall be executed by the DEVELOPER and a responsible corporate surety or lending institution licensed to do business in the State of Wisconsin, and satisfactory to the Town Attorney, shall be approved by the Town Board and shall guarantee to the TOWN the performance by the DEVELOPER of its obligations hereunder.

SECTION IX. PARK LAND DEDICATION OR FEE

As provided in the Town Land Division Ordinance, the DEVELOPER agrees to the following:

A. The DEVELOPER, at the time that the Final Plat or Certified Survey Map is submitted for approval, shall pay to the TOWN the sum of \$450.00 for each potential dwelling unit within the proposed development; and

B. The DEVELOPER, at the time that the Final Plat or Certified Survey Map is submitted for approval, will reserve for acquisition by the TOWN or other affected unit or agency of government those lands to be used as public park and open space or public school sites as shown, if any, on the approved Preliminary Plat or Certified Survey Map; or,

C. In lieu of the \$450.00 per dwelling unit fee set forth above, and at the option of the Town Board, shall dedicate to the TOWN all lands reserved on the Final Plat or Certified Survey Map, if any, for public park and open space purposes.

D. The DEVELOPER of lands which are not subdivided, but will result in the construction of one (1) or more dwelling units, shall pay to the TOWN the sum of \$450.00 for each potential dwelling unit at the time the development plan is submitted to the plan commission or the final plat or certified survey map is submitted to the Town Board for approval

E. Number of units in this development unknown.

SECTION X. PLAT OR CERTIFIED SURVEY MAP APPROVAL

The TOWN shall, upon the completion of the improvements described herein (or in lieu thereof the furnishing of an approved letter of credit prior to the installation of any improvements), and upon furnishing of the easements described in Section II-A, approve the division of the subject premises into parcels by means of standard platting procedures, including Certified Survey Maps, provided that the DEVELOPER has complied with all the appropriate statutes, codes and ordinances pertaining to the division of land. (See Chapter 18 of the Town Codes and Ordinances.)

SECTION XI. ACCEPTANCE OF WORK AND DEDICATION

When the DEVELOPER shall have completed the improvements herein required, and shall dedicate the same to the TOWN, the same shall be accepted by the TOWN, providing those improvements meet the TOWN specifications and approved by the Town Engineer.

SECTION XII. CONSTRUCTION PERMITS

The TOWN shall, within its authority, issue such permits, adopt such resolutions and execute such documents that may be necessary to permit the DEVELOPER to construct the development improvements called for by this Agreement, upon the DEVELOPER's compliance with any deposit provisions or other requirements of the applicable ordinances or regulations, and

the TOWN shall cooperate with the DEVELOPER in obtaining similar permits, resolutions, and documents as may be necessary, from other authorities within whose jurisdiction the premises lie.

SECTION XIII. FURTHER DRAINAGE PROVISION

In the event drainage problems arise within the premises or related to activities on the premises, the DEVELOPER shall correct such problems to the satisfaction of the TOWN and Town Engineer. Such correction measures shall include without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from storm sewers, catch basins, drainage ditch and streets; dredging and reshaping of siltation or detention ponds; replacing of siltation fences; sodding and seeding; and, construction of diversion ditches, ponds and siltation traps.

SECTION XIV. GENERAL CONDITIONS AND REGULATIONS

All the provisions of the TOWN's General Condition and Regulations for DEVELOPER's Agreements, not inconsistent with or in conflict with and of the provisions of this Agreement, are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of the Agreement and all work and improvements as required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said General Conditions and Regulations.

SECTION XV. ASSIGNMENT

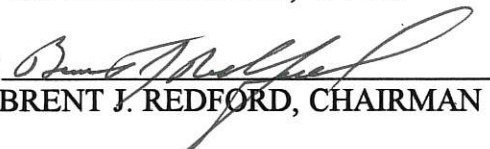
The DEVELOPER shall not assign this Agreement to other parties without the written consent of the TOWN.

IN WITNESS WHEREOF, DEVELOPER and the TOWN have caused the Agreement to be signed in four original counterparts the day and year first above written.

WISPARK Corporation , THE DEVELOPER

By 
F. Brzezinski, President

TOWN of PEWAUKEE, TOWN

By: 
BRENT J. REDFORD, CHAIRMAN

ATTEST:


SANDRA J. SALBASHIAN, CLERK

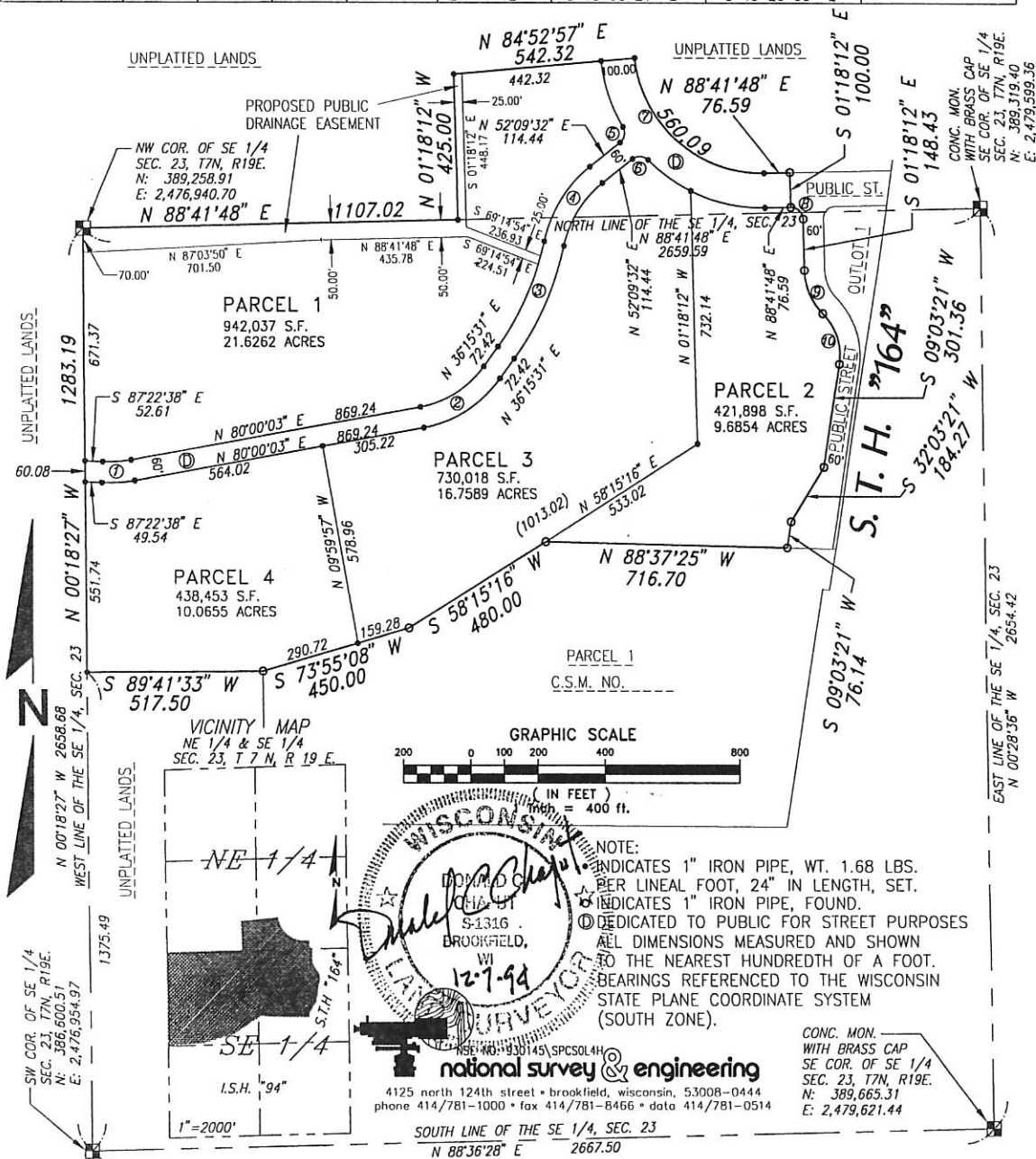
Exhibit A

PC # 94/1215-4

CERTIFIED SURVEY MAP NO.

BEING A DIVISION OF LANDS IN THE NE 1/4 AND NW 1/4 OF THE SE 1/4 AND THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 23, T 7 N, R 19 E, IN THE TOWN OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

CURVE	PARCEL	RADIUS	ARC	CHORD	DELTA	DELTA / 2	CHORD BEARING	TANGENT BEARING	TANGENT BEARING
1 N.	1	370.00	81.51	81.34	12°37'19"	06°18'39.5"	N 86°18'42.5" E		
1 S.	4	430.00	94.73	94.53	12°37'19"	06°18'39.5"	N 86°18'42.5" E		
2 N.	1	300.00	229.03	223.51	43°44'32"	21°52'16"	N 58°07'47" E		
2 S.	3	360.00	274.84	268.21	43°44'32"	21°52'16"	N 58°07'47" E		
3 W.	1	820.00	336.45	334.09	23°30'31"	11°45'15.5"	N 24°30'15.5" E	N 12°45'00" E	
3 E.	3	880.00	361.07	358.54	23°30'31"	11°45'15.5"	N 24°30'15.5" E	N 12°45'00" E	
4 N.	1	380.00	261.37	256.25	39°24'32"	19°42'16"	N 32°27'16" E	N 12°45'00" E	
4 S.	3	320.00	220.10	215.79	39°24'32"	19°42'16"	N 32°27'16" E	N 12°45'00" E	
5	1	35.00	50.50	46.24	82°40'40"	41°20'20"	N 10°49'12" E	N 30°31'08" W	
6	3	35.00	50.50	46.24	82°40'40"	41°20'20"	S 86°30'08" E	S 45°09'48" E	
7 E.	EXT.	375.00	560.09	509.47	85°34'34"	42°47'17"	S 48°30'55" E	S 05°43'38" E	
7 W.	1	475.00	206.59	204.97	24°55'12"	12°27'36"	S 18°03'32" E	S 05°35'56" E	S 30°31'08" E
7 W.	R.O.W.	475.00	382.51	372.26	46°08'24"	23°04'12"	S 68°14'00" E	S 45°09'48" E	
7 W.	3	475.00	155.56	154.87	18°45'53"	09°22'56.5"	S 54°32'44.5" E	S 45°09'48" E	
7 W.	2	475.00	226.95	224.80	27°22'31"	13°41'15.5"	S 77°36'56.5" E		
8	2	35.00	54.98	49.50	90°00'00"	45°00'00"	S 46°18'12" E		
9	2	180.00	138.33	134.95	44°01'51"	22°00'55.5"	S 23°19'07.5" E	S 45°20'03" E	
10	2	170.00	161.38	155.39	54°23'24"	27°11'42"	S 18°08'21" E	S 45°20'03" E	



CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF LANDS IN THE NE 1/4 AND NW 1/4 OF THE SE 1/4 AND THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 23, T 7 N, R 19 E, IN THE TOWN OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
 :SS
WAUKESHA COUNTY)

I, DONALD C CHAPUT, REGISTERED SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A DIVISION OF LANDS IN THE NE 1/4 AND NW 1/4 OF THE SE 1/4 AND THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 23, T 7 N, R 19 E, IN THE TOWN OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SE 1/4 OF SECTION, SAID POINT BEING 2658.68 FT. NORTH 00° 18' 27" WEST OF THE SOUTHWEST CORNER OF SAID SE 1/4 SECTION;

THENCE NORTH 88° 41' 48" EAST ALONG THE NORTH LINE OF SAID SE 1/4 SECTION 1107.02 FT. TO A POINT;

THENCE NORTH 01° 18' 12" WEST 425.00 FT. TO A POINT;

THENCE NORTH 84° 52' 57" EAST 542.32 FT. TO A POINT;

THENCE SOUTHEASTERLY 560.09 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST WHOSE RADIUS IS 375.00 FT. AND WHOSE CHORD BEARS SOUTH 48° 30' 55" EAST 509.47 FT. TO A POINT;

THENCE NORTH 88° 41' 48" EAST 76.59 FT. TO A POINT;

THENCE SOUTH 01° 18' 12" EAST 100.00 FT. TO A POINT;

THENCE SOUTHEASTERLY 54.98 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH WHOSE RADIUS IS 35.00 FT. WHOSE CHORD BEARS SOUTH 46° 18' 12" EAST 49.50 FT. TO A POINT;

THENCE SOUTH 01° 18' 12" EAST 148.43 FT. TO A POINT;

THENCE SOUTHEASTERLY 138.33 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST WHOSE RADIUS IS 180.00 FT. AND WHOSE CHORD BEARS SOUTH 23° 19' 07.5" EAST 134.95 FT. TO A POINT;

THENCE SOUTHEASTERLY 161.38 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST WHOSE RADIUS IS 170.00 FT. AND WHOSE CHORD BEARS SOUTH 18° 08' 21" EAST 155.39 FT. TO A POINT;

THENCE SOUTH 09° 03' 21" WEST 301.36 FT. TO A POINT;

THENCE SOUTH 32° 03' 21" WEST 184.27 FT. TO A POINT;

THENCE SOUTH 09° 03' 21" WEST 76.14 FT. TO A POINT;

THENCE NORTH 88° 37' 25" WEST 716.70 FT. TO A POINT;

THENCE SOUTH 58° 15' 16" WEST 480.00 FT. TO A POINT;

THENCE SOUTH 73° 55' 08" WEST 450.00 FT. TO A POINT;

THENCE SOUTH 89° 41' 33" WEST 517.50 FT. TO A POINT ON THE WEST LINE OF SAID SE 1/4 SECTION;

THENCE NORTH 00° 18' 27" WEST 1283.19 FT. TO THE POINT OF COMMENCEMENT.

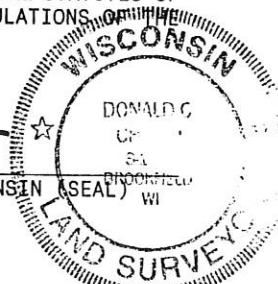
THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF WISPARK CORPORATION.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE LAND DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE STATUTES OF THE STATE OF WISCONSIN, AND THE LAND DIVISION AND PLATTING REGULATIONS OF THE TOWN OF PEWAUKEE IN SURVEYING, DIVIDING AND MAPPING SAID LANDS.

December 7, 1994
DATE

Donald C. Chaput
DONALD C CHAPUT, REGISTERED WISCONSIN
LAND SURVEYOR S-1316



CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF LANDS IN THE NE 1/4 AND NW 1/4 OF THE SE 1/4 AND THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 23, T 7 N, R 19 E, IN THE TOWN OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

WISPARK CORPORATION, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED AND MAPPED AS REPRESENTED ON THIS MAP.

WISPARK CORPORATION, DOES FURTHER CERTIFY THAT THIS MAP IS REQUIRED BY S.236.10 OR 236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

TOWN OF PEWAUKEE

IN WITNESS WHEREOF THE SAID WISPARK CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED BY Fran Brzezinski AND COUNTERSIGNED BY _____ AT BROOKFIELD, WISCONSIN THIS 12th DAY OF December 1994.

IN THE PRESENCE OF:

WISPARK CORPORATION

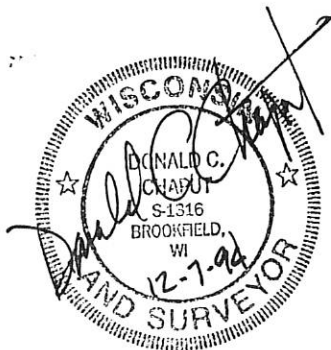
John Heller - John Heller
JOHN HELLER

Fran Brzezinski
FRAN BRZEZINSKI
COUNTERSIGNED

STATE OF WISCONSIN)
 : ss
WAUKESHA COUNTY)

PERSONALLY CAME BEFORE ME THIS 12th DAY OF December, 1994 THE ABOVE NAMED Fran Brzezinski ITS President AND _____ ITS _____ OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH President AND _____ OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

Barbara J. Engel (SEAL)
BARBARA J. ENGEL
NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 8-2-98
MY COMMISSION IS PERMANENT.

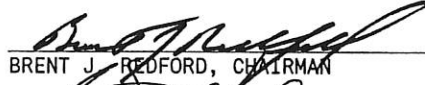


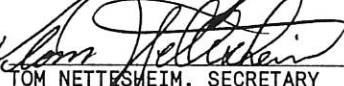
CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF LANDS IN THE NE 1/4 AND NW 1/4 OF THE SE 1/4 AND THE SE 1/4
AND THE SW 1/4 OF THE NE 1/4 OF SECTION 23, T 7 N, R 19 E, IN THE TOWN OF
PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

PLAN COMMISSION APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE TOWN OF PEWAUKEE ON THIS 15 DAY OF December, 1994.

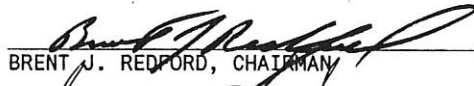

BRENT J. REDFORD, CHAIRMAN


TOM NETTESHEIM, SECRETARY

TOWN BOARD CERTIFICATE OF APPROVAL

RESOLVED THAT THE ABOVE CERTIFIED SURVEY MAP WHICH HAS BEEN FILED FOR APPROVAL,
BE AND IS HEREBY APPROVED AS REQUIRED BY THE TOWN SUBDIVISION REGULATIONS AND
CHAPTER 236 OF THE WISCONSIN STATUTES RELATING TO CERTIFIED SURVEY MAPS.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF A RESOLUTION
ACCEPTED BY THE TOWN BOARD OF THE TOWN OF PEWAUKEE ON THIS 19 DAY OF December, 1994.


BRENT J. REDFORD, CHAIRMAN


SANDRA J. SALBASHIAN, CLERK/TREASURER



THIS INSTRUMENT WAS DRAFTED BY DONALD C CHAPUT, REGISTERED
WISCONSIN LAND SURVEYOR, S-1316

RESOLUTION 26-08-22**PARTIAL RELEASE OF DEVELOPER AGREEMENT BETWEEN PEWAUKEE AND
RIDGEVIEW CORPORATE PARK – PHASE II**

WHEREAS, The City is a successor in interest to the Town of Pewaukee in and to that certain Developer Agreement dated as of the 13th day of April, 1995 (the “DA”); and

WHEREAS, The City is also a successor in interest to the Town of Pewaukee in and to that certain Developer’s Agreement that was recorded with the office of the Waukesha County Register of Deeds on December 12, 1995, in Reel 2152, Image 656-657 as Document No. 2086661 (the “DA”), which affects certain real property located in the City of Pewaukee, Waukesha County, Wisconsin, as further described in the DA and on Exhibit A, attached hereto and incorporated herein (the “Property”), and

WHEREAS, The City has confirmed that many of the terms and conditions in the DA, with regards to the Property have been fulfilled, and

WHEREAS, The Property has requested to be released from the DA, and,

NOW, THEREFORE, BE IT HEREBY RESOLVED: in consideration of the mutual covenants and other good and valuable consideration hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the City hereby agrees as follows:

1. Partial Release (“PR”). The City hereby releases the DA against the Property except for the following sections of the DA: VI, VII, XIII, and XV. The DA are still in affect with regards to all other property detailed therein and the above sections.

2. Governing Law. This PR will be governed by and interpreted and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of laws principles thereof.

3. Recording. This PR will be recorded with the office of the Waukesha County Register of Deeds.

SEVERABILITY

The several sections of this Resolution shall be declared to be severable. If any section shall be declared by a decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other provisions of the Resolution.

ADOPTED THIS 3rd Day of August, 2026.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly M. Tarczewski, Clerk/Treasurer

EXHIBIT A
LEGAL DESCRIPTION

Parcel 5 of CERTIFIED SURVEY MAP NO. 7871 recorded in the office of the Register of Deeds for Waukesha County, Wisconsin, in Volume 68 of Certified Survey Maps, as Document No. 2081092, Said Certified Survey Map being a redivision of Parcel 1 of Certified Survey Map No. 7572, all being part of the Northwest 1/4 of the Southeast 1/4 and Southwest 1/4 of Section 23, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

PIN: PWC 0956999015

Property Address: N16W23120 Stone Ridge Drive, Pewaukee, WI

Aaron J. Busche

Bachelor of Arts, Communication Studies
University of Minnesota, Twin Cities, May 2023

SUMMARY

Passionate law enforcement professional with over 10 years of experience in investigation, threat assessment, high risk operation tactical planning and execution. Expertise in identifying and mitigating risks to law enforcement and the public while leading teams in dynamic environments. Skilled in conducting investigations utilizing a variety of research sources and preparing reports to support criminal prosecution. Additional skills in developing and teaching firearms skills to differing levels of experience. A reliable resource to all levels of the organization.

EXPERIENCE

April 8th, 2026 – Present

Detective Captain, City of Greenfield Police Department

- Oversight of the Criminal Investigative Bureau of the Greenfield Police Department by reviewing and determining the proper application of investigative efforts to City of Greenfield Police Department Complaints.
- Responsible for investigation of citizen personnel complaints and other high-priority incidents, as directed by the Chief of Police.
- Direct oversight and objective planning for the Special Operations Unit, tasked with investigating narcotics, firearms, prostitution and other unconventional police department investigative assignments.

January 2016 – April 2026

Detective, City of Greenfield Police Department

- Led criminal investigations utilizing various databases and open-source resources to identify and gather actionable information in support of the mission of the City of Greenfield Police Department.
- Prepared and executed numerous search warrants and subpoenas and summarized the information gathered into reports to assist with the identification, arrest and prosecution of hundreds of offenders.
- Served as co-leader of the Greenfield Police Department, Special Operations Unit providing oversight and guidance to narcotics and other investigations that are beyond the scope of patrol capabilities.
- As senior firearms instructor developed and delivered firearms training programs to enhance firearms competency for the Greenfield Police Department and Greenfield Police Department SWAT Team.
- Investigative member of the Milwaukee Area Investigative Team to facilitate the investigation of Officer Involved Critical incidents within Milwaukee County.
- President of the Greenfield Police Association from January 2019 to December 2025; worked to maintain a positive work relationship between members of the association and administration; facilitated two contract negotiations which required balancing desires of the membership with realities of City offers.

November 2022 – April 2026

SWAT Team Leader

- Developed and managed annual and monthly tactical training plans to build team tactical skills and knowledge of SWAT Team members focused on threat mitigation, emergency response and safety of police personnel and the public.
- Led the planning, briefing and on-site execution of greater than fifty medium to high risk tactical operations including threat assessment, contingency planning and real time incident response to ensure the safety of police personnel, the public and suspects.
- Maintained accountability for specialized equipment and resources ensuring team readiness for dynamic, rapidly changing environments.

January 2016 – September 2021

Task Force Officer – DEA Milwaukee, Group 63

- Led and participated in 100+ complex narcotics investigations employing covert surveillance, OSINT and intelligence analysis to identify narcotics distribution networks including narcotics sources, customers and narcotics stash locations.
- Planned and coordinated multi-location arrest and search warrant operations including residential searches as well as high-risk vehicle arrests involving numerous law enforcement personnel.
- Conducted operational briefings, undercover operations and surveillance to gather intelligence on high level narcotics distribution networks.
- Collaborated closely with 15+ law enforcement agencies and partners to share information, coordinate responses and achieve successful prosecution of high-level narcotics investigations.

SKILLS

Tactical and operational planning

Firearms shooting, manipulation and care

Document review and analysis

Communication, verbal and written

Analytical consideration of facts and information

Problem solving and conflict resolution

Technical understanding of cellular phone communication

Digital evidence collection and review

Physical evidence collection

Search warrant preparation and application

Evidence identification and preservation

Threat assessment

Emergency Planning

Risk identification and mitigation

DANIEL R. COATS

APPLICANT TO CITY OF PEWAUKEE RESIDENCE BOARD

PROFESSIONAL SUMMARY

Dedicated law enforcement professional with over 12 years of progressive experience with the Waukesha County Sheriff's Department. Skilled in criminal investigations, patrol operations, crisis intervention, evidence collection, and courtroom testimony. Recognized for sound judgment, professionalism, and the ability to build strong relationships with community members and partner agencies. Committed to public service through integrity, leadership, and continuous professional development.

PROFESSIONAL EXPERIENCE

Waukesha County Sheriff's Department

Detective | 2020–Present

Conduct complex criminal investigations from initial complaint through prosecution.
Interview victims, witnesses, and suspects while preparing comprehensive investigative reports.
Obtain and execute search warrants and arrest warrants.
Collect, preserve, and analyze physical and digital evidence.
Collaborate with prosecutors and local, state, and federal law enforcement agencies.
Testify in criminal court proceedings.

Acting Detective | 2018–2020

Conducted felony investigations while assigned in an acting detective capacity.
Managed investigative caseloads and assisted with major criminal investigations.
Prepared investigative reports, warrants, and prosecution documents.

Deputy Sheriff | 2014–2018

Served Waukesha County residents and visitors, providing proactive patrol and law enforcement services.
Responded to emergency and non-emergency calls, conducted criminal investigations, and enforced Wisconsin traffic and criminal laws.
Served as a Field Training Officer, mentoring and evaluating newly assigned deputies.

CESA 6

Crisis Intervention Specialist | 2010–2014

Worked with children experiencing severe emotional and behavioral disturbances.

Assisted with crisis intervention, behavior management, and individualized support services while attending college.

EDUCATION

University of Wisconsin–Oshkosh

Bachelor's Degree, 2010–2014

Fox Valley Technical College

Wisconsin Law Enforcement Academy, 2014

Mukwonago High School

Diploma, 2010

SPECIALIZED TRAINING

Crisis Negotiator

DEA Illicit Hazardous Environment (Clan Lab) Training

Wisconsin Law Enforcement Standards Board Certified

Advanced Criminal Investigations

Interview & Interrogation

Search Warrant Preparation

Evidence Collection & Preservation

Courtroom Testimony

Numerous advanced law enforcement training courses

COMMUNITY INVOLVEMENT & INTERESTS

Volunteer supporter of fundraising efforts benefiting the Wisconsin Humane Society. Outside of work, enjoys cooking, exploring local restaurants and coffee shops, spending time outdoors with his dog, and being active with his family.



KYLE HAFERMAN

| Waukesha, Wisconsin 53186

Summary

Dedicated Sheriff's Lieutenant currently serving as Patrol Lieutenant with eight years of experience and a proven record of operational command, personnel development, and community-focused policing. Provide direct oversight of patrol operations, supervising field personnel and ensuring effective response to calls for service, critical incidents, and proactive enforcement initiatives.

Command the Field Training Unit, leading the development and evaluation of new deputies to ensure operational readiness and adherence to departmental standards. Oversee the Peer Support Program, promoting officer wellness, resilience, and organizational health. Direct the Cadet Program to build a strong recruitment and mentorship for future deputies. Active member of the Tactical Enforcement Unit, contributing to high-risk operations and specialized enforcement efforts.

Recognized for strong leadership presence, sound decision-making in high-stress environments, and the ability to develop personnel into confident, capable law enforcement professionals while maintaining a commitment to public trust and community safety.

Skills

- Leadership
- Public Event Security
- Civil and Criminal Laws
- Relationship Building and Management
- Incident Response
- Public Disturbance Resolution
- Witness Communication
- Crime Investigation Discovery
- De-Escalation Tactics
- CPR/ First Aid Certified
- Interview and Interrogation Skills
- Time Management
- Organization
- Patrol Procedures
- Work Ethic
- Dedication
- Communication
- Report Writing
- Working Effectively within a Team Environment

Experience

Waukesha County Sheriff's Department |
Waukesha, WI
Sheriff's Lieutenant
12/2024 – Current

- Provided guidance on complex investigations.
- Supervised and directed daily operations of patrol division
- Managed shift scheduling, deployment strategies, and resource allocation to ensure effective law enforcement coverage.
- Reviewed reports, arrest documentation, and case files for accuracy and compliance with departmental policies.
- Conducted performance evaluations, mentoring, and disciplinary actions to maintain professional standards.
- Led internal investigations and ensured adherence to policy, state statutes, and accreditation standards.
- Coordinated training programs and professional development initiatives.
- Oversaw budget management, equipment procurement, and resource planning. Managed and monitored all municipal contracts

countywide, ensuring contractual compliance, fiscal accountability, and service delivery standards.

- Responded to and assumed command of critical incidents, coordinating tactical response and ensuring scene control.
- Served as Incident Commander during major events, emergencies, and high-risk situations.

Waukesha County Sheriff's Department |
Waukesha, WI
Sheriff's Deputy
05/2018 – 12/2024

- Assisted in apprehending suspects, responding to emergency calls, and providing first aid when necessary.
- Patrolled designated area to assist persons in trouble and render other public safety services.
- Gathered and recorded evidence and witness statements for criminal investigations.
- Drafted incident reports detailing criminal activity, civil proceedings and varied incidents.
- Supported positive relationships between community leaders and general public by demonstrating courteous and cooperative behavior when interacting with citizens and visitors.
- Partnered with team members to implement service initiatives and achieve team objectives.
- Investigate traffic accidents, complaints, and suspicious activity and secured crime scenes, interrogated suspects and witnesses and collected evidence to support allegations.
- Participate in community outreach programs to strengthen relationships between citizens and law enforcement.
- Assisted in organizing special events such as parades or festivals while enforcing crowd control measures.
- Responded to disturbances such as domestic disputes or civil unrest while ensuring the safety of citizens.
- Trained new deputies on proper law enforcement techniques and protocols.
- Patrolled designated to identify criminal activities, issue citations, prevent incidents, served warrants, subpoenas, orders of protection, eviction notices, and summonses.
- Identified and notified next of kin of deaths, offering counseling and support.
- Arrested and transported suspects or prisoners to jail or court to maintain custody.
- Answered calls and complaints while providing community-oriented police services to improve and enhance quality of life community-wide.

Jefferson County Sheriff's Office | Jefferson,
WI
Internship
01/2017 - 05/2017

- Observed duties of the Patrol Division, Jail Division, and Communication Center

Education and Training

Lakeland University | Plymouth, WI
Bachelor of Science in Organizational Leadership and Development
Present

Madison Area Technical College | Madison, WI
Associate of Science in Criminal Justice
05/2017

Waukesha County Technical College | Pewaukee, WI
720 Hour Law Enforcement Academy
05/2018

Highlights

- Certified Field Training Officer (2021-2024)
- Field Training Supervisor (2024-Present)
- Member of the Civil Disturbance Unit (2019-2020)
- Member of the Tactical Enforcement Unit (2020-Present)
- Advisor for the Cadet Unit (2022-Present)
- Received two Unit Awards (2021 & 2022)
- Received a Meritorious Action Award (2023)
- Received a Captains Letter of Commendation (2022)
- Received a Sheriff's Commendation Award (2025)
- Assisted on multiple new hire interviews for deputies
- Assisted on multiple new hire trainings and orientation week with new deputies
- Mentor for probationary deputies (2021-2024)
- Attended Competencies for New and Prospective Leaders training (2022)
- Attended FTO Leadership training (2023)
- Attended Effective Supervision and Leadership (2025)
- Less Lethal Instructor (2023-Present)
- Active Shooter Instructor (2025-Present)
- Board Member for the Waukesha Deputy Sheriff's Association (2022-Present)
- Board Member for the Waukesha Deputy Charity Association (2023-Present)



City of Pewaukee Invoice Register

1/15
July 30, 2026 04:15 PM

7.18.2026-7.30.2026

Vendor Name					
Invoice Number	Invoice Description		GL Description		
10-33 VEHICLE SERVICES LLC					
7/21/2026	4571	HWY EQUIPMENT REPAIR & MAINT			
		230-53650-52430	EQUIPMENT REPAIR & MAINT		\$1,940.08
		Total for:	10-33 VEHICLE SERVICES LLC		\$1,940.08
A&M CLEANING SOLUTIONS					
7/21/2026	325783	HWY JANITORIAL CLEANING			
		100-53100-52400	HIGHWAY - CONTRACTED JANITORIAL		\$1,020.00
		230-53650-52400	CONTRACTED JANITORIAL		\$510.00
		Total for:	A&M CLEANING SOLUTIONS		\$1,530.00
ACTION FIRE & ALARM					
7/28/2026	88209	SW MAINT OF PLANT STRUC			
		600-10631-52310	PUMP MAINT-BUILD & GROUNDS		\$455.75
		650-01834-52400	MAINTENANCE OF GENERAL PLANT STRUC		\$455.75
		Total for:	ACTION FIRE & ALARM		\$911.50
ADP SCREENING & SELECTION SERVICES					
7/28/2026	2175034-07-2026	HR EMPLOYMENT EXAMS			
		100-52210-52150	FIRE ADMINISTRATION - EMPLOYMENT EX		\$94.38
		Total for:	ADP SCREENING & SELECTION SERVI		\$94.38
AIR ONE EQUIPMENT					
7/29/2026	238880	FD EQUIP RPR			
		100-52230-52430	FIRE PROTECTIVE SERVICES - EQUIP REPA		\$575.80
		Total for:	AIR ONE EQUIPMENT		\$575.80
ALESCI HOMES INC					
7/30/2026	07/30/2026	Check Request For Bond: BEB24-0044			
		100-00000-21110	AUDIT ACCOUNTS PAYABLE		\$2,000.00
		Total for:	ALESCI HOMES INC		\$2,000.00
ALL COUNTY ELECTRIC					
7/29/2026	56083-01	FD BUILDING RPRS			
		100-52210-52410	FIRE ADMINISTRATION - BUILDING REPAI		\$22.00
		Total for:	ALL COUNTY ELECTRIC		\$22.00
ALL-WAYS CONTRACTORS, INC					
7/21/2026	65794	SW TOPSOIL			
		600-10673-52400	TRANS & DIST MAINT-TRANS& DISTR MAI		\$65.00
7/30/2026	26-10125.310 PMT 4	ENG JOSEPH ROAD NEW CONTRACT			
		420-57566-58210	JOSEPH ROAD NEW CONTRACT		\$21,371.80
7/28/2026	65972	HWY TOPSOIL			
		230-53655-53510	CATCH BASIN MAINT - CATCH BASIN CLEA		\$88.00
		Total for:	ALL-WAYS CONTRACTORS, INC		\$21,524.80
AMERICAN LITHO					
7/28/2026	262428-01	P&R PROGRAM PRINTING			
		100-55300-53120	RECREATION PROGRAM - PROGRAM PRINT		\$5,862.00
		Total for:	AMERICAN LITHO		\$5,862.00
ARROW TERMINAL, LLC					
7/28/2026	0181079-IN	HWY EQUIP RPR & MAINT			
		230-53650-52430	EQUIPMENT REPAIR & MAINT		\$188.41



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Vendor Name		Invoice Number		Invoice Description		GL Description	
				Total for:	ARROW TERMINAL, LLC	\$188.41	
AT&T							
7/21/2026	262691576007	7.1.26	SW SCADA/TELEMETRY MAINT	600-10678-52100	TRANS & DIST MAINT-SCADA MAINT	\$117.71	
				650-01831-52100	SCADA/TELEMETRY MAINT	\$117.70	
				Total for:	AT&T	\$235.41	
AT&T MOBILITY							
7/28/2026	2873156211890715202	SW PHONE/INTERNET		600-10678-52100	TRANS & DIST MAINT-SCADA MAINT	\$24.75	
				650-01831-52100	SCADA/TELEMETRY MAINT	\$24.75	
				600-10921-52230	ADMIN & GEN OPS-PHONE, INTERNET CEL	\$313.66	
				650-10921-52230	ADMIN & GEN OPS PHONE INTERNET CELL	\$313.66	
				Total for:	AT&T MOBILITY	\$676.82	
AT&T MOBILITY CC							
7/28/2026	GHZ062026	IT PHONE & CELL		100-51410-52260	ADMINISTRATOR - TELEPHONE & CELL	\$9.99	
				100-51420-52260	CLERK/TREASURER - TELEPHONE & CELL	\$31.99	
				100-51450-52260	IT - PHONE & CELL	\$17.99	
				100-52210-52270	FIRE ADMINISTRATION - MDC AIR CARDS	\$615.72	
				100-52400-52260	BUILDING SERVICES - PHONE & CELL	\$19.98	
				100-53110-52260	ENGINEERING - PHONE & CELL	\$65.00	
				230-53650-52260	TELEPHONE & CELL	\$64.87	
				600-10921-52230	ADMIN & GEN OPS-PHONE, INTERNET CEL	\$66.98	
				650-10921-52230	ADMIN & GEN OPS PHONE INTERNET CELL	\$66.95	
				Total for:	AT&T MOBILITY CC	\$959.47	
BATTERIES PLUS LLC							
7/28/2026	P93415926	SW MAINTENANCE/SCS - FLOWMETER		650-01831-52420	MAINTENANCE/SCS - FLOWMETER	\$27.95	
7/28/2026	P93429028	SW MAINTENANCE/SCS - FLOWMETER		650-01831-52420	MAINTENANCE/SCS - FLOWMETER	\$34.95	
				Total for:	BATTERIES PLUS LLC	\$62.90	
BATZNER PEST CONTROL							
7/28/2026	99854102	P&R PEST CONTROL		100-55200-52410	PARKS - BUILDING REPAIRS & MAINT	\$108.13	
7/28/2026	99854110	P&R PEST CONTROL		100-55200-52410	PARKS - BUILDING REPAIRS & MAINT	\$97.20	
				Total for:	BATZNER PEST CONTROL	\$205.33	
BEAR CONSTRUCTION COMPANY							
7/30/2026	210779-004	AD CH REMODEL		450-57700-58100	CITY HALL REMODEL	\$45,821.52	
7/30/2026	210779-005	AD CH REMODEL		450-57700-58100	CITY HALL REMODEL	\$158,273.24	
7/30/2026	210779-006	AD CH REMODEL		450-57700-58100	CITY HALL REMODEL	\$85,505.11	
				Total for:	BEAR CONSTRUCTION COMPANY	\$289,599.87	
BIEBEL'S TRUE VALUE AND JUST ASK RE							
7/28/2026	195092	HWY PROPANE		100-53100-53400	HIGHWAY - OPERATING SUPPLIES	\$43.94	



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7/21/2026	194968	HWY PROPANE	100-53100-53400	HIGHWAY - OPERATING SUPPLIES	\$10.00
			Total for:	BIEBEL'S TRUE VALUE AND JUST ASK	\$53.94
BLUEWATER KINGS BAND					
7/30/2026	BSKOST3N69	P&R SUMMER SUNDOWN ENTERTAINMENT	100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$4,000.00
			Total for:	BLUEWATER KINGS BAND	\$4,000.00
BREDAN MECHANICAL SYSTEMS INC					
7/21/2026	600103	IT CITY HALL - BUILDING REPAIRS & MAINT	100-51600-52410	CITY HALL - BUILDING REPAIRS & MAINT	\$1,573.85
7/21/2026	260034	IT BUILDING RPRS & MAINT	100-51600-52410	CITY HALL - BUILDING REPAIRS & MAINT	\$1,295.00
			Total for:	BREDAN MECHANICAL SYSTEMS INC	\$2,868.85
BROOKFIELD, TOWN OF					
7/21/2026	3.18.26-6.17.26	SW SEWER SERVICE CHARGE SANITARY DISTIRCT #	650-01827-52343	SEWER SERVICE CHARGE SANITARY DISTI	\$1,376.75
			Total for:	BROOKFIELD, TOWN OF	\$1,376.75
BS&A SOFTWARE					
7/27/2026	169454	BLD SERVICE FEES	100-52400-53400	BUILDING SERVICES - OPERATING SUPPLI	\$486.00
			Total for:	BS&A SOFTWARE	\$486.00
BUELOW VETTER BUIKEMA OLSON & VLIET					
7/28/2026	7 & 314	HR ATTORNEY FEES	100-51430-52100	ATTORNEY'S FEES	\$325.00
			Total for:	BUELOW VETTER BUIKEMA OLSON &	\$325.00
CALIBER COLLISION					
7/28/2026	3358010314	HWY EQUIP RPR & MAINT	100-53100-52430	HIGHWAY - EQUIP REPAIR & MAINT	\$6,122.06
			Total for:	CALIBER COLLISION	\$6,122.06
CARMEN GELY					
7/21/2026	48470	P&R REFUND	100-00000-46721	PARK RECREATION PROGRAMS	\$19.50
			Total for:	CARMEN GELY	\$19.50
CHERRIE LARSON					
7/21/2026	7/16/2026	P&R CREATIVE & MESSY CAMP	100-55300-52190	RECREATION PROGRAM - CONTRACTED SE	\$440.00
			Total for:	CHERRIE LARSON	\$440.00
CHRIST EVANGELICAL LUTHERAN CHURCH					
7/28/2026	07102026	P&R SUPER SENIOR OPEN	100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$100.00
			Total for:	CHRIST EVANGELICAL LUTHERAN CH	\$100.00
CINTAS					
7/28/2026	5348592404	HWY MED CABINET	100-53100-53400	HIGHWAY - OPERATING SUPPLIES	\$65.76



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Vendor Name		Invoice Description			GL Description	
Invoice Number						
			230-53650-53400	OPERATING SUPPLIES		\$32.87
			Total for:	CINTAS		\$98.63
CITY OF PEWAUKEE						
7/28/2026	07232026	CT SERVICE RECOGNITION				
			100-51430-53430	EMPLOYEE SERVICES - SERVICE RECOGNIT		\$100.00
			Total for:	CITY OF PEWAUKEE		\$100.00
CITY OF WEST BEND PARKS, RECREATION & FORESTRY						
7/30/2026	177612	P&R FIELD TRIPS				
			100-55300-53460	RECREATION PROGRAM - FIELD TRIPS		\$2,670.00
			Total for:	CITY OF WEST BEND PARKS, RECREA		\$2,670.00
CJ & ASSOCIATES, INC.						
7/29/2026	0236548-IN	AD CH REMODEL				
			450-57700-58100	CITY HALL REMODEL		\$8,695.76
			Total for:	CJ & ASSOCIATES, INC.		\$8,695.76
COOKING WITH MOORE						
7/21/2026	2602	P&R ME & MY GROWN UP COOKING				
			100-55300-52190	RECREATION PROGRAM - CONTRACTED SE		\$252.00
			Total for:	COOKING WITH MOORE		\$252.00
CORE & MAIN LP						
7/21/2026	Z277417	SW TRANS & DIST MAINT-MAINT OF HYDRANTS				
			600-10677-52400	TRANS & DIST MAINT-MAINT OF HYDRANT		\$1,742.70
7/21/2026	Z342910	SW TRANS & DIST MAINT-MAINT OF HYDRANTS				
			600-10677-52400	TRANS & DIST MAINT-MAINT OF HYDRANT		\$1,251.29
7/28/2026	Z379344	SW TRANS & DIST MAINT-MAINT OF HYDRANTS				
			600-10677-52400	TRANS & DIST MAINT-MAINT OF HYDRANT		\$600.00
			Total for:	CORE & MAIN LP		\$3,593.99
COREY OIL						
7/28/2026	418998	HWY FUEL				
			100-53100-53420	HIGHWAY - FUEL		\$5,984.87
7/28/2026	419089	HWY FUEL				
			100-53100-53420	HIGHWAY - FUEL		\$4,536.76
			Total for:	COREY OIL		\$10,521.63
CORRE						
7/28/2026	15219	SW BLUEMOUND RD FOSTER CT TO BUSSE RD				
			600-00107-18150-26.6	BLUEMOUND RD FOSTER CT TO BUSSE RD		\$3,150.00
7/21/2026	15185	ENG CAPITAL EQUIP				
			490-57311-58100	ENGINEERING - CAPITAL EQUIPMENT		\$7,015.00
			Total for:	CORRE		\$10,165.00
CRETEX SPECIALTY PRODUCTS						
7/21/2026	049383	HWY CATCH BASIN MAINT				
			230-53655-53510	CATCH BASIN MAINT - CATCH BASIN CLEA		\$3,872.00
7/28/2026	049440	HWY CATCH BASIN CLEANING				
			230-53655-53510	CATCH BASIN MAINT - CATCH BASIN CLEA		\$2,412.00
			Total for:	CRETEX SPECIALTY PRODUCTS		\$6,284.00
CT LABORATORIES LLC						



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Vendor Name		Invoice Description		GL Description	
7/28/2026	204753	SW SEWER PIPE REPAIR	650-00107-12837	KOPMEIER SEWER PIPE REPAIR	\$1,505.00
			Total for:	CT LABORATORIES LLC	\$1,505.00
DAN PLAUTZ CLEANING SERVICE					
7/21/2026	9839	HR BUILDING CLEANING	100-51600-52400	CITY HALL - JANITORIAL SUPPLIES	\$2,873.00
			Total for:	DAN PLAUTZ CLEANING SERVICE	\$2,873.00
DIVERSIFIED BENEFIT SERVICES, INC.					
7/21/2026	484260	HR INS CONSULTANT	100-51930-52150	INSURANCE CONSULTANT	\$195.30
7/28/2026	481533	HR INSURANCE CONSULTANT	100-51930-52150	INSURANCE CONSULTANT	\$209.25
			Total for:	DIVERSIFIED BENEFIT SERVICES, IN	\$404.55
ELEVITY GORDON FLESCH CO INC					
7/21/2026	C-ELE9474	IT - SOFTWARE MAINTENANCE & UPDATES	100-51450-52480	IT - SOFTWARE MAINTENANCE & UPDATES	\$2,703.50
			Total for:	ELEVITY GORDON FLESCH CO INC	\$2,703.50
ELLIOTTS ACE HARDWARE					
7/29/2026	764611	FD OPERATING SUPPLIES	100-52210-53400	FIRE ADMINISTRATION - OPERATING SUPP	\$41.97
7/29/2026	764706	FD OPERATING SUPPLIES	100-52210-53400	FIRE ADMINISTRATION - OPERATING SUPP	\$16.10
			Total for:	ELLIOTTS ACE HARDWARE	\$58.07
ENVIRONMENTAL SYSTEMS					
7/21/2026	900293457	IT - SOFTWARE MAINTENANCE & UPDATES	100-51450-52480	IT - SOFTWARE MAINTENANCE & UPDATES	\$20,600.00
			Total for:	ENVIRONMENTAL SYSTEMS	\$20,600.00
FARINA TREE CARE					
7/29/2026	36635	P&R GROUNDS MAINT	100-55200-52420	PARKS - GROUNDS MAINTENANCE	\$470.00
			Total for:	FARINA TREE CARE	\$470.00
FERGUSON WATERWORKS #1476					
7/21/2026	0479580	SW TRANS & DIST MAINT-MISC PLANT REPAIRS	600-10678-52400	TRANS & DIST MAINT-MISC PLANT REPAIR	\$1,615.00
			Total for:	FERGUSON WATERWORKS #1476	\$1,615.00
FIRE & POLICE SELECTION, INC					
7/28/2026	23297	HR EMPLOYMENT EXAMS	100-52210-52150	FIRE ADMINISTRATION - EMPLOYMENT EX	\$1,010.00
			Total for:	FIRE & POLICE SELECTION, INC	\$1,010.00
FIRE SERVICE INC					
7/29/2026	WI-28268	FD VEHICLE REPAIR	100-52230-52440	FIRE PROTECTIVE SERVICES - VEHICLE RE	\$3,265.37
			Total for:	FIRE SERVICE INC	\$3,265.37
FIRST STUDENT					



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7/28/2026	SF-612079	P&R SPLASH PAD BUSSING			
			100-55300-53460	RECREATION PROGRAM - FIELD TRIPS	\$525.00
7/28/2026	SF-612148	P&R PROGRAM EXPENSES			
			100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$150.00
7/28/2026	SF-612149	P&R BUS TRANSPORTATION			
			100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$150.00
7/28/2026	SF-612150	P&R BUS TRANSPORTATION			
			100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$150.00
7/28/2026	SF-612257	P&R BUS TRANSPORTATION			
			100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$150.00
7/28/2026	SF-612258	P&R BUS TRANSPORTATION			
			100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$150.00
7/28/2026	SF-612259	P&R BUS TRANSPORTATION			
			100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$150.00
7/28/2026	SF-612351	P&R BUS TRANSPORTATION			
			100-55300-53460	RECREATION PROGRAM - FIELD TRIPS	\$525.00
7/28/2026	SF-614184	P&R BUS TRANSPORTATION			
			100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$150.00
7/28/2026	SF-614185	P&R BUS TRANSPORTATION			
			100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$150.00
7/28/2026	SF-614186	P&R BUS TRANSPORTATION			
			100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$150.00
7/28/2026	SF-614357	P&R BUS TRANSPORTATION			
			100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$262.50
7/28/2026	SF-616348	P&R BUS TRANSPORTATION			
			100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$150.00
7/28/2026	SF-616349	P&R BUS TRANSPORTATION			
			100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$150.00
7/28/2026	SF-616350	P&R BUS TRANSPORTATION			
			100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$150.00
			Total for:	FIRST STUDENT	\$3,112.50
FORWARD TS					
7/29/2026	AR285749	FD COPIER			
			100-52210-53400	FIRE ADMINISTRATION - OPERATING SUPP	\$55.43
7/30/2026	AR288109	CT COPIER			
			100-51420-52430	CLERK/TREASURER - EQUIP REPAIR & MAI	\$111.85
			Total for:	FORWARD TS	\$167.28
FRIENDS OF THE PARKS OF PEWAUKEE					
7/30/2026	07142026	CT FIREWORKS			
			100-55470-53400	FIREWORKS	\$10,000.00
			Total for:	FRIENDS OF THE PARKS OF PEWAUKE	\$10,000.00
GRAINGER					
7/28/2026	9013859633	HWY SW CATCH BASIN MAINT/CLEANING			
			230-53655-53510	CATCH BASIN MAINT - CATCH BASIN CLEA	\$32.92
7/21/2026	9002175207	SW SOURCE MAINT-BUILDINGS AND GROUNDS			
			600-10611-52310	SOURCE MAINT-BUILDINGS AND GROUND	\$8.10
7/21/2026	9008973357	SW PUMP MAINT-MAINT AND REPAIR			
			600-10633-52400	PUMP MAINT-MAINT AND REPAIR	\$480.19
7/21/2026	9009212185	HWY SW CATCH BASIN MAIN			
			230-53655-53510	CATCH BASIN MAINT - CATCH BASIN CLEA	\$28.74
7/21/2026	9009343410	HWY REFUND TO INV 9009212185			
			230-53655-53510	CATCH BASIN MAINT - CATCH BASIN CLEA	\$(28.74)



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				Total for:	GRAINGER	\$521.21	
GREGG MARTIN INSTRUMENTATION							
7/28/2026	44441	SW FLOW METER MAINTENANCE		650-01831-52420	MAINTENANCE/SCS - FLOWMETER	\$945.00	
				Total for:	GREGG MARTIN INSTRUMENTATION	\$945.00	
Groskopf Construction							
7/30/2026	BOB23-0018	Check Request For Bond: BOB23-0018		100-00000-21110	AUDIT ACCOUNTS PAYABLE	\$500.00	
				Total for:	Groskopf Construction	\$500.00	
HAWKINS, INC.							
7/28/2026	7503115	SW TREATMENT OPS-CHEMICALS		600-10641-53410	TREATMENT OPS-CHEMICALS	\$9,473.47	
7/21/2026	7493083	SW TREATMENT OPS-CHEMICALS		600-10641-53410	TREATMENT OPS-CHEMICALS	\$323.02	
				Total for:	HAWKINS, INC.	\$9,796.49	
HURD, AMI							
7/20/2026	07102026	CT JUNE/JULY 2026 MILEAGE		100-51420-53300	CLERK/TREASURER - MILEAGE	\$43.50	
				Total for:	HURD, AMI	\$43.50	
IMEG CORP							
7/28/2026	23007243.01-1	SW BLUEMOUND RD FOSTER CT TO BUSSE RD		600-00107-18150-26.6	BLUEMOUND RD FOSTER CT TO BUSSE RD	\$16,322.50	
				Total for:	IMEG CORP	\$16,322.50	
INTERSTATE POWER SYSTEMS							
7/29/2026	R041058161	FD VEHICLE REPAIR		100-52230-52440	FIRE PROTECTIVE SERVICES - VEHICLE RE	\$4,988.01	
				Total for:	INTERSTATE POWER SYSTEMS	\$4,988.01	
JOHNS DISPOSAL SERVICE							
7/28/2026	2128197	SW MAINT BLDNGS & GROUNDS		600-10611-52310	SOURCE MAINT-BUILDINGS AND GROUND	\$182.25	
				600-10671-52310	TRANS & DIST MAINT-BUILDINGS & GROU	\$182.25	
				650-01834-52400	MAINTENANCE OF GENERAL PLANT STRUC	\$182.25	
				Total for:	JOHNS DISPOSAL SERVICE	\$546.75	
JOHNSON SCHOOL BUS CHARTER CENTER							
7/28/2026	40031	P&R BUS TRANSPORTATION		100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$674.25	
				100-55300-53460	RECREATION PROGRAM - FIELD TRIPS	\$4,844.25	
				Total for:	JOHNSON SCHOOL BUS CHARTER CE	\$5,518.50	
KAEREK HOMES INC							
7/30/2026	07/30/2026	Check Request For Bond: BEB24-0036		100-00000-21110	AUDIT ACCOUNTS PAYABLE	\$2,000.00	
				Total for:	KAEREK HOMES INC	\$2,000.00	
KMB ELECTRIC							
7/21/2026	26-26	P&R BUILDING RPRS & MAINT					



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7/21/2026	26-27	SW BULD WATER FILL STATION	100-55200-52410	PARKS - BUILDING REPAIRS & MAINT	\$645.56
			600-00107-12842	BULK WATER FILL STATION	\$3,369.40
		Total for:		KMB ELECTRIC	\$4,014.96
KUJAWA ENTERPRISES INC					
7/21/2026	628886	P&R PARKS & CITY HALL GROUNDS MAINT	100-55200-52420	PARKS - GROUNDS MAINTENANCE	\$3,010.00
			100-51600-52420	CITY HALL - GROUNDS MAINTENANCE	\$362.00
			600-10611-52310	SOURCE MAINT-BUILDINGS AND GROUND	\$285.00
			Total for:		KUJAWA ENTERPRISES INC
LAKELAND SUPPLY, INC.					
7/21/2026	286873	P&R BLDING RPR & MAINT	100-55200-52410	PARKS - BUILDING REPAIRS & MAINT	\$1,220.61
			Total for:		LAKELAND SUPPLY, INC.
LANGE ENTERPRISES, INC					
7/30/2026	95902	HWY ROAD SIGNS & MARKINGS	100-53100-53720	HIGHWAY - ROAD SIGNS & MARKINGS	\$38.60
			Total for:		LANGE ENTERPRISES, INC
LANNON STONE PRODUCTS					
7/21/2026	1488599	HWY SW CULVERT RPLCMNT	230-53652-53510	DITCH & CULVERT MAINT - CULVERT REPL	\$160.46
			Total for:		LANNON STONE PRODUCTS
LIFE-ASSIST INC					
7/29/2026	2157841	FD EMS OPERATING	100-52230-53450	FIRE PROTECTIVE SERVICES - EMS OPERA	\$288.15
7/29/2026	2157895	FD EMS OPERATING	100-52230-53450	FIRE PROTECTIVE SERVICES - EMS OPERA	\$315.61
7/29/2026	2158831	FD EMS OPERATING	100-52230-53450	FIRE PROTECTIVE SERVICES - EMS OPERA	\$392.88
7/29/2026	2158689	FD EMS OPERATING	100-52230-53450	FIRE PROTECTIVE SERVICES - EMS OPERA	\$16.95
7/29/2026	2161487	FD EMS OPERATING	100-52230-53450	FIRE PROTECTIVE SERVICES - EMS OPERA	\$426.37
7/29/2026	2161588	FD EMS OPERATING	100-52230-53450	FIRE PROTECTIVE SERVICES - EMS OPERA	\$151.66
		Total for:		LIFE-ASSIST INC	\$1,591.62
LINCOLN CONTRACTORS					
7/21/2026	K02520	HWY SW CATCH BASIN MAINT	230-53655-53510	CATCH BASIN MAINT - CATCH BASIN CLEA	\$379.22
7/21/2026	K03143	HWY OIL	100-53100-53400	HIGHWAY - OPERATING SUPPLIES	\$36.96
7/21/2026	K03444	ENG PAINT	100-53110-53400	ENGINEERING - OPERATING SUPPLIES	\$41.34
			230-53650-53400	OPERATING SUPPLIES	\$41.34
			Total for:		LINCOLN CONTRACTORS
MAJESTIC THEATRE					
7/29/2026	2691	P&R FIELD TRIPS	100-55300-53460	RECREATION PROGRAM - FIELD TRIPS	\$3,991.00

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					Total for:	MAJESTIC THEATRE	\$3,991.00
MARMIC FIRE & SAFETY							
7/29/2026	D717942	FD BUILDING RPRS	100-52210-52410	FIRE ADMINISTRATION - BUILDING REPAI		\$374.05	
7/29/2026	D717943	FD BUILDING REPAIRS	100-52210-52410	FIRE ADMINISTRATION - BUILDING REPAI		\$374.05	
					Total for:	MARMIC FIRE & SAFETY	\$748.10
Matthew Smith							
7/30/2026	07/30/2026	Check Request For Bond: BOB24-0005	100-00000-21110	AUDIT ACCOUNTS PAYABLE		\$2,500.00	
					Total for:	Matthew Smith	\$2,500.00
MENARDS							
7/30/2026	67353	HWY ROAD REPAIR	100-53100-53730	HIGHWAY - ROAD REPAIRS		\$91.92	
7/30/2026	67382	HWY SW OPERATING SUPPLIES	230-53650-53400	OPERATING SUPPLIES		\$68.97	
7/30/2026	67387	HWY OPERATING SUPPLIES REFUND	230-53650-53400	OPERATING SUPPLIES		\$(49.98)	
7/30/2026	67388 2026	HWY SW OPERATING SUPPLIES	230-53650-53400	OPERATING SUPPLIES		\$33.98	
7/30/2026	67450	HWY CH BUILDING RPR & MAINT	100-51600-52410	CITY HALL - BUILDING REPAIRS & MAINT		\$34.96	
7/30/2026	67487	HWY SW CATCH BASIN MAINT	230-53655-53510	CATCH BASIN MAINT - CATCH BASIN CLEA		\$135.85	
7/30/2026	67490	HWY OTHER ROADWAY SUPPLIES	100-53100-53790	HIGHWAY - OTHER ROADWAY SUPPLIES		\$34.99	
7/28/2026	67480 2026	P&R EQUIP/BUILDING RPR	100-55200-52430	PARKS - EQUIP REPAIR & MAINT		\$75.63	
			100-55200-52410	PARKS - BUILDING REPAIRS & MAINT		\$4.88	
7/21/2026	66949	PARKS - BUILDING REPAIRS & MAINT	100-55200-52410	PARKS - BUILDING REPAIRS & MAINT		\$253.26	
7/21/2026	66951	PARKS - BUILDING REPAIRS & MAINT	100-55200-52410	PARKS - BUILDING REPAIRS & MAINT		\$128.42	
7/21/2026	67067	PARKS OPERATING SUPPLIES/NEW EQUIP	100-55200-53400	PARKS - OPERATING SUPPLIES		\$30.86	
			100-55200-53950	PARKS - NEW EQUIPMENT		\$49.86	
7/21/2026	67109	PARKS BLDING RPR & MAINT	100-55200-52410	PARKS - BUILDING REPAIRS & MAINT		\$54.67	
7/21/2026	65952	POL COMMUNITY PROGRAM	100-52100-52180	POLICE - COMMUNITY PROGRAM		\$424.50	
7/21/2026	66267	POLICE - COMMUNITY PROGRAM	100-52100-52180	POLICE - COMMUNITY PROGRAM		\$46.94	
7/21/2026	67204	HWY ROADWAY SUPPLIES	100-53100-53790	HIGHWAY - OTHER ROADWAY SUPPLIES		\$21.96	
7/21/2026	67244	HWY SW OPERATING SUPPLIES	230-53650-53400	OPERATING SUPPLIES		\$25.72	
7/21/2026	67201	SW MAINTENANCE/SCS - FLOWMETER	650-01831-52420	MAINTENANCE/SCS - FLOWMETER		\$99.18	
					Total for:	MENARDS	\$1,566.57
MIDWEST METER INC.							
7/21/2026	0190294-IN	SW SOURCE MAINT-MISC WATER SOURCE PLANT					



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7/28/2026	0190057-IN	SW TRANS & DIST MAINT-MAINT OF METERS	600-10617-52400	SOURCE MAINT-MISC WATER SOURCE PLA	\$3,900.00		
			600-10676-52400	TRANS & DIST MAINT-MAINT OF METERS	\$160.00		
			Total for: MIDWEST METER INC.		\$4,060.00		
MOSAIC CREATIVE STUDIOS, LLC							
7/21/2026	07212026	P&R SHOW CHOIR CAMP	100-55300-52190	RECREATION PROGRAM - CONTRACTED SE	\$300.00		
			Total for: MOSAIC CREATIVE STUDIOS, LLC		\$300.00		
MUDJACK EXPERTS							
7/29/2026	782	P&R GROUNDS MAINT	100-55200-52420	PARKS - GROUNDS MAINTENANCE	\$1,100.00		
			Total for: MUDJACK EXPERTS		\$1,100.00		
NEFCO CONSTRUCTION SUPPLY LLC							
7/30/2026	S6277767.001	SW TRANS & DIST OPS-MISC EXPENSES	600-10665-53400	TRANS & DIST OPS-MISC EXPENSES	\$212.92		
			Total for: NEFCO CONSTRUCTION SUPPLY LLC		\$212.92		
NORTHERN LAKE SERVICE, INC							
7/28/2026	2612027	SW TREATMENT OPS-WATER TESTING & LAB EXPS	600-10642-52310	TREATMENT OPS-WATER TESTING & LAB E	\$341.00		
			7/28/2026	2612042	SW TREATMENT OPS-WATER TESTING & LAB EXPS	600-10642-52310	TREATMENT OPS-WATER TESTING & LAB E
7/28/2026	2612323	SW TREATMENT OPS-WATER TESTING & LAB EXPS				600-10642-52310	TREATMENT OPS-WATER TESTING & LAB E
			7/28/2026	2612423	SW TREATMENT OPS-WATER TESTING & LAB EXPS	600-10642-52310	TREATMENT OPS-WATER TESTING & LAB E
7/21/2026	2611896	SW TREATMENT OPS-WATER TESTING & LAB EXPS				600-10642-52310	TREATMENT OPS-WATER TESTING & LAB E
			Total for: NORTHERN LAKE SERVICE, INC		\$1,698.78		
ODP BUSINESS SOLUTIONS LLC							
7/21/2026	474194999001	CT JANITORIAL	100-51600-52400	CITY HALL - JANITORIAL SUPPLIES	\$66.49		
			7/21/2026	474193591001	CT JANITORIAL SUPPLIES	100-51600-52400	CITY HALL - JANITORIAL SUPPLIES
7/27/2026	475018425001	CT JANITORIAL SUPPLIES				100-51600-52400	CITY HALL - JANITORIAL SUPPLIES
			7/27/2026	475020155001	CT JANITORIAL SUPPLIES	100-51600-52400	CITY HALL - JANITORIAL SUPPLIES
Total for: ODP BUSINESS SOLUTIONS LLC		\$915.45					
OFFICE FURNITURE WAREHOUSE LLC							
7/28/2026	5596	SW OFFICE FURNITURE	600-10643-53400	TREATMENT OPS-SUPPLIES AND MISC	\$328.75		
			650-01827-53400	SUPPLIES AND EXPENSES	\$328.75		
Total for:		OFFICE FURNITURE WAREHOUSE LLC		\$657.50			
PARKING LOT MAINTENANCE							
7/30/2026	INVPLM5483	HWY ROAD REPAIRS	100-53100-53730	HIGHWAY - ROAD REPAIRS	\$24,750.00		
			7/30/2026	INVPLM5718	ENG PEDESTRIAN CROSSING @ NETTESHEIM	440-57635-58210	PEDESTRIAN CROSSING @ NETTESHEIM



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				Total for:		PARKING LOT MAINTENANCE	\$32,090.00
PARTNER2LEARN, LLC		7/21/2026	2003	HR TRAINING			
				100-51430-52980	EMPLOYEE SERVICES - TRAINING		\$1,950.00
				Total for:		PARTNER2LEARN, LLC	\$1,950.00
PAYNE & DOLAN		7/21/2026	120314 APPL 7.1.2026	ENG WETHERSFIELD PH. 1			
				420-57569-58210	WETHERSFIELD PH. 1		\$245,444.48
				Total for:		PAYNE & DOLAN	\$245,444.48
PEWAUKEE KIWANIS		7/20/2026	07162026	CT TOURISM			
				250-56700-59000	TOURISM - HOTEL ROOM TAX		\$1,000.00
		7/20/2026	07162026 2	CT TOURISM BEACH PARTY			
				250-56700-59000	TOURISM - HOTEL ROOM TAX		\$7,552.37
				Total for:		PEWAUKEE KIWANIS	\$8,552.37
PREMIUM WATERS, INC		7/28/2026	363480354	P&R 5 GALLON WATER			
				100-55200-53400	PARKS - OPERATING SUPPLIES		\$55.74
				Total for:		PREMIUM WATERS, INC	\$55.74
PROVEN POWER, INC.		7/21/2026	02-536009	HWY EQUIP RPR & MAINT			
				230-53650-52430	EQUIPMENT REPAIR & MAINT		\$288.77
				Total for:		PROVEN POWER, INC.	\$288.77
PUBLIC ADMINISTRATION ASSOCIATES LL		7/30/2026	C-26-074	CT CONTINGENCY APPROPRIATION			
				100-51980-59910	CONTINGENCY APPROPRIATION		\$6,583.33
				Total for:		PUBLIC ADMINISTRATION ASSOCIAT	\$6,583.33
R&R INSURANCE SERVICES		7/20/2026	3436801	CT WORKERS COMP			
				100-51930-55110	WORKER'S COMPENSATION		\$17,018.00
				Total for:		R&R INSURANCE SERVICES	\$17,018.00
R.A. SMITH & ASSOC., INC.		7/30/2026	196562	ENG QUIET ZONE - WEYER ROAD			
				420-56700-58200	QUIET ZONE - WEYER ROAD		\$142.50
		7/30/2026	196563	ENG QUIET ZONES			
				420-56730-58200	QUIET ZONE - WATERTOWN ROAD		\$491.50
				420-56710-58200	QUIET ZONE - GREEN ROAD		\$396.50
				Total for:		R.A. SMITH & ASSOC., INC.	\$1,030.50
RUEKERT & MIELKE, INC.		7/21/2026	164415	SW SOURCE MAINT-MISC WATER SOURCE PLANT			
				600-10617-52400	SOURCE MAINT-MISC WATER SOURCE PLA		\$394.40
		7/21/2026	164416	SW BLUEMOUND RD FOSTER CT TO BUSSE RD			
				600-00107-18150-26.6	BLUEMOUND RD FOSTER CT TO BUSSE RD		\$3,159.50
		7/21/2026	164418	SW SCADA/TELEMETRY MAINT			
				600-10678-52100	TRANS & DIST MAINT-SCADA MAINT		\$490.60



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			650-01831-52100	SCADA/TELEMETRY MAINT	\$490.60
			Total for:	RUEKERT & MIELKE, INC.	\$4,535.10
RUSS'S MULCH & TOPSOIL					
7/28/2026	6044	P&R MULCH	100-55200-53900	PARKS - EQUIPMENT PURCHASED WITH D	\$280.00
7/28/2026	6045	P&R MULCH	100-55200-52420	PARKS - GROUNDS MAINTENANCE	\$324.00
7/28/2026	6046	P&R WOOD CHIPS	100-55200-52420	PARKS - GROUNDS MAINTENANCE	\$108.00
			Total for:	RUSS'S MULCH & TOPSOIL	\$712.00
SATURN LOUNGE OF WISCONSIN, INC					
7/30/2026	26069-1	BLD OTHER PROF SERVICES LOGO	100-51510-52190	OTHER PROFESSIONAL SERVICES	\$4,500.00
7/30/2026	26069-2	BLD OTHER PROF SERVICES LOGO	100-51510-52190	OTHER PROFESSIONAL SERVICES	\$500.00
			Total for:	SATURN LOUNGE OF WISCONSIN, IN	\$5,000.00
Service Sanitation					
7/28/2026	9407775	P&R RESTROOM LIBERTY PARK	100-55200-52410	PARKS - BUILDING REPAIRS & MAINT	\$162.00
7/28/2026	9407776	P&R RESTROOM OPIE PARK	100-55200-52410	PARKS - BUILDING REPAIRS & MAINT	\$162.00
7/28/2026	9407777	P&R RESTROOM VALLEY FORGE	100-55200-52410	PARKS - BUILDING REPAIRS & MAINT	\$162.00
7/21/2026	9368696	P&R BLDING RPR & MAINT	100-55200-52410	PARKS - BUILDING REPAIRS & MAINT	\$703.50
			Total for:	Service Sanitation	\$1,189.50
SHARE CORPORATION					
7/21/2026	344579	HWY MISC OPERATING SUPPLIES	100-53100-53400	HIGHWAY - OPERATING SUPPLIES	\$882.03
7/21/2026	344941	HWY SW OPERATING SUPPLIES	230-53650-53400	OPERATING SUPPLIES	\$330.26
			Total for:	SHARE CORPORATION	\$1,212.29
SHERWIN-WILLIAMS					
7/28/2026	23796144600726	P&R GROUNDS MAINTENANCE	100-55200-52420	PARKS - GROUNDS MAINTENANCE	\$54.45
			Total for:	SHERWIN-WILLIAMS	\$54.45
SITEONE LANDSCAPE SUPPLY LLC					
7/28/2026	169113533-001	P&R GROUNDS MAINT	100-55200-52420	PARKS - GROUNDS MAINTENANCE	\$288.66
			Total for:	SITEONE LANDSCAPE SUPPLY LLC	\$288.66
STRAND ASSOCIATES, INC					
7/28/2026	0241181	SW LINDSAY WATER - PARK TO SWAN	600-00107-12814	LINDSAY WATER - PARK TO SWAN	\$1,270.80
7/28/2026	0241182	SW ENGINEERING	650-00107-12837	KOPMEIER SEWER PIPE REPAIR	\$2,351.20
7/28/2026	0241183	SW PFAS TREATMENT PROJECT	600-00107-12818	PFAS TREATMENT PROJECT	\$34,982.33



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7/28/2026	0241184	SW PFAS TREATMENT PROJECT	600-00107-12818	PFAS TREATMENT PROJECT	\$40,719.15	
7/30/2026	0241178	ENG THE GLEN AT SPRINGDALE	100-53110-52190	ENGINEERING - OUTSIDE ENGINEERING	\$4,232.37	
7/30/2026	0241179	ENG WESTWOOD/CORPORATE CT	420-57562-58210	WESTWOOD/CORPORATE CT	\$663.70	
7/30/2026	0241180	ENG HICKORY GROVE ESTATES	420-57564-58210	HICKORY GROVE ESTATES	\$931.78	
7/30/2026	0241381	ENG FIELDHACK PATH	440-53550-58220	FIELDHACK PATH	\$5,447.90	
7/30/2026	0241701	ENG WATERTOWN	420-57558-58210	WATERTOWN	\$2,217.43	
7/30/2026	0241702	ENG LINDSAY RD-BALMER TO SPRTS COMPLEX	440-57600-58210-26.2	LINDSAY RD-BALMER TO SPRTS COMPLEX	\$1,149.30	
				Total for:	STRAND ASSOCIATES, INC	\$93,965.96
SUPPLYZONE						
7/21/2026	21717	HWY/SW BUILDING RPR & MAINT	100-53100-52410	HIGHWAY - BLDG REPAIRS & MAINT	\$107.96	
				230-53650-52410	BUILDING REPAIRS & MAINT	\$53.99
				Total for:	SUPPLYZONE	\$161.95
TRI-COUNTY WATERWORKS ASSOC.						
7/21/2026	07202026	SW CONTINUE EDUC	600-10930-53200	ADMIN & GEN OPS-UTILITY MEMB & CONT	\$60.00	
				Total for:	TRI-COUNTY WATERWORKS ASSOC.	\$60.00
UNIFIRST CORP						
7/29/2026	1470147440	FD OPERATING SUPPLIES	100-52210-53400	FIRE ADMINISTRATION - OPERATING SUPP	\$72.97	
				Total for:	UNIFIRST CORP	\$72.97
VILLAGE OF PEWAUKEE						
7/28/2026	847	SW SEWER SERVICE CHARGE - VILLAGE OF PEWAU	650-01827-52342	SEWER SERVICE CHARGE - VILLAGE OF PE	\$32,357.62	
7/21/2026	4-1001-00 JULY 2026	P&R WATER/SEWER	100-55200-52230	PARKS - WATER	\$93.63	
				100-55200-52240	PARKS - SEWER	\$161.48
				100-55200-52950	PARKS - PUBLIC FIRE PROTECTION CHARG	\$27.00
7/21/2026	4-1021-00 JULY 2026	P&R WATER/SEWER	100-55200-52230	PARKS - WATER	\$159.19	
				100-55200-52240	PARKS - SEWER	\$230.03
				100-55200-52950	PARKS - PUBLIC FIRE PROTECTION CHARG	\$135.00
7/20/2026	AUGUST 2026 LIBRARY CT	LIBRARY	100-55110-53400	LIBRARY - OPERATING SUPPLIES	\$74,205.50	
7/20/2026	845	CT LAKE PATROL Q3	100-52100-52190	POLICE - CONTRACTED LAKE PATROL	\$19,143.75	
				Total for:	VILLAGE OF PEWAUKEE	\$126,513.20
Virtue Construction Corporation						
7/30/2026	07/30/2026	BLD REFUND	100-00000-21110	AUDIT ACCOUNTS PAYABLE	\$70.00	
				100-00000-21110	AUDIT ACCOUNTS PAYABLE	\$70.00
				Total for:	Virtue Construction Corporation	\$140.00



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WATER REMEDIATION TECHNOLOGY					
7/21/2026	025827	SW WRT RADIUM TREATMENT	600-10652-52900	TREATMENT MAINT-WRT RADIUM TREATM	\$2,083.34
			Total for:	WATER REMEDIATION TECHNOLOGY	\$2,083.34
WAUKESHA CO TECHNICAL COLLEGE					
7/29/2026	S0899054	FD TRAINING	100-52230-52980	FIRE PROTECTIVE SERVICES - TRAINING	\$1,724.00
			Total for:	WAUKESHA CO TECHNICAL COLLEGE	\$1,724.00
WAUKESHA CO TREASURER					
7/20/2026	CINV2026-02871	CT DATA PROCESSING	100-51600-52160	CITY HALL - DATA PROCESSING	\$6,992.86
7/20/2026	CINV2026-02917	CT DATA PROCESSING	100-51600-52160	CITY HALL - DATA PROCESSING	\$6,992.86
7/21/2026	CINV2026-02442	POL POLICE SERVICES JULY 2026	100-52100-52160	POLICE - CONTRACT FOR SERVICES	\$313,763.33
7/21/2026	CINV2026-02805	HWY ROAD SIGNS & MARKINGS	100-53100-53720	HIGHWAY - ROAD SIGNS & MARKINGS	\$19,738.50
			Total for:	WAUKESHA CO TREASURER	\$347,487.55
WAUKESHA PEWAUKEE CVB					
7/21/2026	00-26-2835	P&R PROGRAM EXPENSES	100-55300-53430	RECREATION PROGRAM - PROGRAM EXPEN	\$150.00
			Total for:	WAUKESHA PEWAUKEE CVB	\$150.00
WE ENERGIES					
7/21/2026	5995246411	HWY ELECTRICITY/GAS	100-53100-52210	HIGHWAY - ELECTRICITY	\$876.64
			230-53650-52210	ELECTRICITY	\$438.33
			100-53100-52220	GAS FOR HEAT (NATURAL GAS)	\$62.66
			230-53650-52220	GAS FOR HEAT (NATURAL GAS)	\$31.33
7/21/2026	5993560302	SW ELECTRICITY	600-10623-52210	PUMPING OPS- ELECTRICITY	\$266.73
			600-10623-52200	PUMPING OPS-NATURAL GAS	\$13.37
			Total for:	WE ENERGIES	\$1,689.06
WISCONSIN DEPARTMENT OF					
7/28/2026	G1682 202606	HR EMPLOYMENT EXAMS	100-51430-52150	EMPLOYEE SERVICES - EMPLOYMENT EXA	\$37.00
			Total for:	WISCONSIN DEPARTMENT OF	\$37.00
Z BUILDERS SUPPLY					
7/30/2026	82715	HWY PROJECTS - STORM INLETS & CATCH BASINS	230-57338-58210	PROJECTS - STORM INLETS & CATCH BASI	\$112.50
			Total for:	Z BUILDERS SUPPLY	\$112.50
ZIGNEGO READY MIX					
7/21/2026	4279	HWY/SW CATCH BASIN MAINT	230-53655-53510	CATCH BASIN MAINT - CATCH BASIN CLEA	\$1,454.50
			Total for:	ZIGNEGO READY MIX	\$1,454.50



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Total Amount Being Paid: \$1,404,117.76