

**Office of the Clerk/Treasurer**

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

**COMMON COUNCIL  
MEETING NOTICE AND AGENDA  
Monday, November 21, 2022  
6:30 PM**

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

- 
1. Call to Order and Pledge of Allegiance
  2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
  3. Consent Agenda
    - 3.1. Approval of the Accounts Payable Listing Dated November 21, 2022
    - 3.2. Approve the Special Common Council Meeting Minutes Dated November 9, 2022
  4. **PUBLIC HEARING**, Discussion and Possible Action Regarding the Liquor License for **Steny's Lake Country LLC** Located at N29 W24483 Watertown Road and Naming Brittney Stenstrup as Agent [Tarczewski]
  5. **PUBLIC HEARING** Regarding a Recommendation to the Common Council for a Comprehensive Master Plan Amendment to Change the Year 2050 Land Use/Transportation Plan Use Designation for the City of Pewaukee for **Lake Pewaukee Sanitary District** for Property Located at N25 W27675 Prospect Avenue (PWC 0935-981) from Medium Density Residential (6,500 sq. ft. – 1/2 ac./d.u.) to Government/Institutional (*Petitioner Withdrew Request*) [Fuchs]
  6. **PUBLIC HEARING**, Discussion and Possible Action Regarding **Resolution 22-11-48** and **Ordinance 22-24** Related to the Comprehensive Master Plan Amendment to Change the Year 2050 Land Use/Transportation Plan Use Designation for the City of Pewaukee for **Fox Run Development Partners, LLC** for Property Located at N15 W22261 Watertown Road (PWC 0960-987) from Office Commercial and Flood Plains, Lowland & Upland Conservancy and Other Natural Areas to Manufacturing/Fabrication/Warehousing [Fuchs]
  7. Discussion and Possible Action Regarding **Ordinance 22-25** Rezoning the Property Located at N15 W22261 Watertown Road (PWC 0960-987) from Rs-1 Single-Family Residential and LC Lowland Conservancy to M-2 Limited Industrial for the Purpose of Constructing an Approximately 55,000 Square Foot Industrial Building as Petitioned by **Fox Run Development Partners, LLC** [Fuchs]
  8. **PUBLIC HEARING**, Discussion and Possible Action Regarding a Conditional Use Permit for **CFR Engines** for the Property Located at N8 W22577 Johnson Drive (PWC 0963-999-030) for the Purpose of Constructing a 7,100 Square Foot Building Addition and a 500 Square Foot Chemical Storage Building and Allowing the Storage of Flammable Materials and Substances [Fuchs]

9. **PUBLIC HEARING**, Discussion and Possible Action Regarding a Conditional Use Permit for **Broken Bat Enterprises**/Michael Helmuth for Property Located at N8 W22520 Johnson Drive Unit C (PWC 0961-997-009) for the Purpose of Operating an Indoor Baseball Training Facility [Fuchs]
10. Discussion and Possible Action to Amend the **Cardinal Meadow** Developer's Agreement [Wagner]
11. Discussion and Possible Action Regarding **Woodleaf Reserve Addition 4B** [Wagner]
  - 11.1 Approve **Resolution 22-11-52** Accepting Public Improvements
  - 11.2 Approve the Third Reduction of Woodleaf Reserve Addition 4B Letter of Credit from \$1,290,427.21 to \$610,525.21 (Reduction of \$679,902.00)
12. Discussion and possible action to approve the Sanitary Sewer and Water Utilities 2023 Operating and Maintenance and Capital Budget [Mueller/Wagner]
13. Discussion and Possible Action to Approve the First Reduction of **Ba(en)2 Acres LLC Development** Letter of Credit from \$159,324.00 to \$47,364 (A reduction of \$111,960) [Wagner]
14. Discussion and Possible Action regarding **Swan View Farms Phase 1** [Wagner]
  - 14.1 Approve the Sixth Reduction of Swan View Farms Phase 1 Letter of Credit from \$105,204.81 to \$15,000 (Reduction of \$90,204.81)
  - 14.2 Approve **Resolution 22-11-50** Accepting Public Improvements
15. Discussion and Possible Action Regarding **Swan View Farms Phase 2** [Wagner]
  - 15.1 Approve the Second Reduction of the Letter of Credit from \$575,551.35 to \$110,000 (Reduction of \$465,551.35)
  - 15.2 Approve **Resolution 22-11-49** Accepting Public Improvements
16. Discussion and Possible Action to **J&R Dreamfield Development** [Wagner]
  - 16.1 Approve the First Reduction of J&R Dreamfield Development Letter of Credit from \$167,588.24 to \$44,981.74 (A reduction of \$122,606.50)
  - 16.2 Approve **Resolution 22-11-51** Accepting Public Improvements
17. Discussion and Possible Action for Railroad Quiet Zone Study for the Crossings Located at Weyer Road, Green Road, and Watertown Road Reallocate Funding from the Contingency Fund to the Road Fund Balance [Wagner]
18. Discussion and Possible Action Regarding Pursuing Designation as a Tree City USA Community [Wagner]
19. Discussion and Possible Action Regarding the Recycling Intergovernmental Agreement and the Recycling Dividend [Wagner]
20. Discussion and Possible Action to Fund and Authorize the Purchase of an ATV for the Pewaukee Lake Patrol [Alderman Clark]
21. Discussion and Possible Action to Reappoint Members of the Joint Parks & Recreation Board [Mayor Bierce]
22. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your district Alderperson prior to the meeting.
23. Adjournment

Kelly Tarczewski  
Clerk/Treasurer

October 17, 2022



### **NOTICE**

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

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

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 3.1.**

**DATE:** November 21, 2022

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Approval of the Accounts Payable Listing Dated November 21, 2022

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

A/P 11/21/2022

| Check Date                     | Bank | Check   | Vendor     | Vendor Name                         | Invoice Number     | Amount     |
|--------------------------------|------|---------|------------|-------------------------------------|--------------------|------------|
| Bank 100 GENERAL FUND CHECKING |      |         |            |                                     |                    |            |
| 11/07/2022                     | 100  | 980 (E) | DELTA DENT | DELTA DENTAL                        | 100-00000-21903    | 667.69     |
| 11/08/2022                     | 100  | 136148  | US POSTMAS | USPS                                | 100-55300-53110    | 2,490.49   |
| 11/10/2022                     | 100  | 136149  | AECOM      | AECOM TECHNICAL SERVICES, INC       | 2000681600         | 29,955.00  |
| 11/10/2022                     | 100  | 136150  | AIRGAS     | AIRGAS USA                          | 9131657337         | 137.38     |
| 11/10/2022                     | 100  | 136151  | ALL CITY C | ALL CITY COMMUNICATIONS INC.        | 4699519-110122     | 81.30      |
| 11/10/2022                     | 100  | 136152  | MISC       | AMI HURD                            | 10/17/22           | 32.50      |
| 11/10/2022                     | 100  | 136153  | ARC        | ARC                                 | 55WII9039844       | 24.15      |
| 11/10/2022                     | 100  | 136154  | AT&T CAROL | AT&T CAROL STREAM IL                | 321068754-10/31/22 | 85.60      |
|                                |      |         |            |                                     | 320024250-102122   | 58.85      |
|                                |      |         |            |                                     | 319824055-10/28/22 | 58.85      |
|                                |      |         |            |                                     | 321071699          | 69.55      |
|                                |      |         |            |                                     |                    | 272.85     |
| 11/10/2022                     | 100  | 136155  | BADGER MET | BADGER METER                        | 80111827           | 1,200.00   |
| 11/10/2022                     | 100  | 136156  | BOND TRUST | BOND TRUST SERVICES CORP            | 74846              | 345,405.01 |
| 11/10/2022                     | 100  | 136157  | BOUNDTREE  | BOUNDTREE MEDICAL                   | 84717919           | 216.56     |
| 11/10/2022                     | 100  | 136158  | BUELOW VET | BUELOW VETTER BUIKEMA OLSON & VLIET | 11/04/22           | 292.50     |
| 11/10/2022                     | 100  | 136159  | CENTEC SEC | CENTEC SECURITY SYSTEMS             | 123456             | 540.00     |
| 11/10/2022                     | 100  | 136160  | MISC       | CHARLIE DWYER                       | 11/04/22           | 185.63     |
| 11/10/2022                     | 100  | 136161  | CINTAS     | CINTAS CORPORATION #184             | 4136045836         | 95.19      |
|                                |      |         |            |                                     | 5131242810         | 170.40     |
|                                |      |         |            |                                     |                    | 265.59     |
| 11/10/2022                     | 100  | 136162  | BROOKFIEL3 | CITY OF BROOKFIELD                  | 20222567           | 31,144.94  |
|                                |      |         |            |                                     | 20222587           | 280,236.99 |
|                                |      |         |            |                                     |                    | 311,381.93 |
| 11/10/2022                     | 100  | 136163  | CONLEY MED | CONLEY MEDIA                        | 3067171022-1       | 1,124.28   |
| 11/10/2022                     | 100  | 136164  | MISC       | EIGHT 14                            | 191614 EC          | 5,000.00   |
| 11/10/2022                     | 100  | 136165  | ELECTION S | ELECTION SYSTEMS & SOFTWARE         | CD2047606          | 94.50      |
| 11/10/2022                     | 100  | 136166  | FEI BEHAVI | FEI BEHAVIORAL HEALTH               | 11/04/22           | 643.50     |
|                                |      |         |            |                                     | 11/04/22 - 1       | 175.00     |
|                                |      |         |            |                                     | 11/04/22 - 2       | 602.55     |
|                                |      |         |            |                                     |                    | 1,421.05   |
| 11/10/2022                     | 100  | 136167  | FERGUSON W | FERGUSON WATERWORKS                 | 0224915            | 1,233.26   |
| 11/10/2022                     | 100  | 136168  | FIRE SERVI | FIRE SERVICE INC                    | WI-3031            | 550.00     |
|                                |      |         |            |                                     | WI-3367            | 760.66     |
|                                |      |         |            |                                     | WI-2387            | 60.93      |
|                                |      |         |            |                                     |                    | 1,371.59   |
| 11/10/2022                     | 100  | 136169  | FIRST STUD | FIRST STUDENT                       | 9410432            | 233.75     |
| 11/10/2022                     | 100  | 136170  | OFFICE COP | FORWARD TS                          | AR182717           | 286.97     |
|                                |      |         |            |                                     | AR182716           | 45.93      |
|                                |      |         |            |                                     |                    | 332.90     |
| 11/10/2022                     | 100  | 136171  | FOUNDERS G | FOUNDERS GLASS COMPANY              | #356               | 110.00     |
| 11/10/2022                     | 100  | 136172  | GRAINGER   | GRAINGER                            | 9492322053         | 30.92      |
| 11/10/2022                     | 100  | 136173  | HAWKINS, I | HAWKINS, INC.                       | 6316736            | 1,944.40   |

CHECK REGISTER FOR PEWAUKEE  
 CHECK DATE FROM 11/07/2022 - 11/21/2022

| Check Date | Bank | Check  | Vendor     | Vendor Name                         | Invoice Number    | Amount    |
|------------|------|--------|------------|-------------------------------------|-------------------|-----------|
|            |      |        |            |                                     | 6322117           | 3,165.75  |
|            |      |        |            |                                     |                   | 5,110.15  |
| 11/10/2022 | 100  | 136174 | HYDROCORP  | HYDROCORP                           | 0069414-IN        | 1,171.00  |
| 11/10/2022 | 100  | 136175 | HYS        | HYS MARKETING PRODUCTS              | 4000724           | 144.00    |
| 11/10/2022 | 100  | 136176 | MISC       | IAFF LOCAL 5241                     | PAY DATE 11/04/22 | 105.49    |
| 11/10/2022 | 100  | 136177 | JOHN_S DIS | JOHN'S DISPOSAL SERVICE             | 970285            | 54,208.25 |
| 11/10/2022 | 100  | 136178 | KWIK TRIP  | KWIK TRIP INC.                      | 00279575-11/08/22 | 5,715.46  |
| 11/10/2022 | 100  | 136179 | LIFE-ASSIS | LIFE-ASSIST INC                     | 1265965           | 889.60    |
| 11/10/2022 | 100  | 136180 | MISC       | MARIANNE HILTUNEN                   | 10/22/22          | 198.13    |
| 11/10/2022 | 100  | 136181 | MATRIX TRU | MATRIX TRUST COMPANY                | 11/05/22          | 50.00     |
| 11/10/2022 | 100  | 136182 | MENARDS    | MENARDS                             | 7044              | 29.35     |
|            |      |        |            |                                     | 7625              | 12.19     |
|            |      |        |            |                                     | 7623              | 18.99     |
|            |      |        |            |                                     | 7838              | 49.14     |
|            |      |        |            |                                     | 7688              | 37.97     |
|            |      |        |            |                                     | 7911              | 151.60    |
|            |      |        |            |                                     |                   | 299.24    |
| 11/10/2022 | 100  | 136183 | MISC       | MICHELLE PREISLER                   | PER#201300EC      | 2,000.00  |
| 11/10/2022 | 100  | 136184 | MID CITY P | MID CITY PLUMBING                   | 95845             | 13,126.56 |
| 11/10/2022 | 100  | 136185 | MUNICIPAL4 | MUNICIPAL LAW & LITIGATION GROUP S. | 8364              | 4,977.30  |
| 11/10/2022 | 100  | 136186 | MUNICIPAL1 | MUNICIPAL WELL & PUMP               | 19950             | 55,899.25 |
| 11/10/2022 | 100  | 136187 | NATIONWIDE | NATIONWIDE RETIREMENT SOLUTIONS     | 11/04/22          | 2,069.00  |
| 11/10/2022 | 100  | 136188 | NORTHERN L | NORTHERN LAKE SERVICE, INC          | 426639            | 23.00     |
|            |      |        |            |                                     | 426653            | 23.00     |
|            |      |        |            |                                     | 426897            | 309.12    |
|            |      |        |            |                                     | 427074            | 92.00     |
|            |      |        |            |                                     | 427280            | 23.00     |
|            |      |        |            |                                     | 427442            | 69.00     |
|            |      |        |            |                                     | 427650            | 276.00    |
|            |      |        |            |                                     | 427687            | 23.00     |
|            |      |        |            |                                     | 427868            | 92.00     |
|            |      |        |            |                                     | 427916            | 23.00     |
|            |      |        |            |                                     | 428310            | 69.00     |
|            |      |        |            |                                     |                   | 1,022.12  |
| 11/10/2022 | 100  | 136189 | DIGITAL OF | NOVATECH                            | 2518122           | 36.66     |
| 11/10/2022 | 100  | 136190 | OFFICE DEP | ODP BUSINESS SOLUTIONS LLC          | 272015173001      | 1,931.77  |
|            |      |        |            |                                     | 272015507002      | 209.67    |
|            |      |        |            |                                     | 272015519001      | 67.18     |
|            |      |        |            |                                     | 272015520001      | 133.16    |
|            |      |        |            |                                     | 270841015001      | 229.13    |
|            |      |        |            |                                     | 274333529001      | 48.92     |
|            |      |        |            |                                     |                   | 2,619.83  |
| 11/10/2022 | 100  | 136191 | PROHEALTH1 | PROHEALTH PHARMACY WAUKESHA         | 11/09/22          | 1,305.71  |
| 11/10/2022 | 100  | 136192 | REINDERS   | REINDERS, INC.                      | 6022936-00        | 586.59    |
| 11/10/2022 | 100  | 136193 | ROBERT H   | ROBERT HALF                         | 61040132-1        | 2,521.74  |
| 11/10/2022 | 100  | 136194 | STRAIGHT-U | STRAIGHT-UP                         | 35361             | 608.97    |
| 11/10/2022 | 100  | 136195 | STRAND     | STRAND ASSOCIATES, INC              | 0189400           | 18,725.00 |
| 11/10/2022 | 100  | 136196 | STRYKER SA | STRYKER SALES CORPORATION           | 3905404M          | 1,725.86  |
| 11/10/2022 | 100  | 136197 | TELEMESSAG | TELEMESSAGE                         | 11180             | 1,560.00  |
| 11/10/2022 | 100  | 136198 | USA BLUEBO | USA BLUEBOOK                        | 142542            | 110.57    |
|            |      |        |            |                                     | 147330            | 403.29    |

| Check Date | Bank | Check   | Vendor     | Vendor Name                        | Invoice Number                                         | Amount                                         |        |
|------------|------|---------|------------|------------------------------------|--------------------------------------------------------|------------------------------------------------|--------|
|            |      |         |            |                                    |                                                        | 513.86                                         |        |
| 11/10/2022 | 100  | 136199  | PEWAUKEE,1 | VILLAGE OF PEWAUKEE                | OCT22P&R REV<br>OCT-22 EMS<br>11/07/22<br>OCTOBER 2022 | 1,074.16<br>22,233.71<br>70,049.25<br>4,965.76 |        |
|            |      |         |            |                                    |                                                        | 98,322.88                                      |        |
| 11/10/2022 | 100  | 136200  | WATER REME | WATER REMEDIATION TECHNOLOGY       | 021119                                                 | 3,812.88                                       |        |
| 11/10/2022 | 100  | 136201  | WAIK CO TR | WAIKESHA CO TREASURER              | 2022-10080059                                          | 540.00                                         |        |
| 11/10/2022 | 100  | 136202  | WI DEPT J1 | WISCONSIN DEPARTMENT OF            | 10/31/22                                               | 34.00                                          |        |
| 11/10/2022 | 100  | 136203  | WISCONSII0 | WISCONSIN LEGAL BLANK              | 17577                                                  | 488.00                                         |        |
| 11/10/2022 | 100  | 982 (E) | WE ENERGIE | WE ENERGIES                        | 100-51600-52210<br>650-01821-52200                     | 224.24<br>3,292.66                             | V<br>V |
|            |      |         |            |                                    |                                                        | 3,516.90                                       |        |
| 11/11/2022 | 100  | 136204  | GREAT AMER | GREAT AMERICA FINANCIAL SERVICES   | 100-52400-53400<br>100-55300-53400                     | 58.00<br>58.00                                 | V<br>V |
|            |      |         |            |                                    |                                                        | 116.00                                         |        |
| 11/11/2022 | 100  | 981 (E) | ADP, LLC   | ADP, LLC                           | 100-51600-52160                                        | 394.47                                         |        |
| 11/11/2022 | 100  | 983 (E) | WIDOR-ST   | WI DEPT OF REVENUE/SALES TAX       | 100-00000-24213<br>100-00000-41220                     | 80.96<br>(10.00)                               |        |
|            |      |         |            |                                    |                                                        | 70.96                                          |        |
| 11/11/2022 | 100  | 989 (E) | GREAT AMER | GREAT AMERICA FINANCIAL SERVICES   | 100-52400-53400<br>100-55300-53400                     | 58.00<br>58.00                                 |        |
|            |      |         |            |                                    |                                                        | 116.00                                         |        |
| 11/13/2022 | 100  | 963 (E) | LEASING SE | LEASING SERVICES                   | 100-53110-53400                                        | 167.85                                         |        |
| 11/15/2022 | 100  | 986 (E) | DELTA DENT | DELTA DENTAL                       | 100-00000-21903                                        | 2,381.10                                       |        |
| 11/15/2022 | 100  | 987 (E) | DIVERSIFI1 | DIVERSIFIED BENEFIT SERVICES, INC. | 100-00000-21590                                        | 3,887.46                                       |        |
| 11/17/2022 | 100  | 136205  | A TIME FOR | A TIME FOR ME                      | 111422 MUSIC MAKERS                                    | 350.00                                         |        |
| 11/17/2022 | 100  | 136206  | AIR ONE EQ | AIR ONE EQUIPMENT                  | 186922                                                 | 52.50                                          |        |
| 11/17/2022 | 100  | 136207  | AMERICAN S | AMERICAN STATE EQUIPMENT CO., INC. | W17897                                                 | 2,431.16                                       |        |
| 11/17/2022 | 100  | 136208  | MISC       | AMI HURD                           | 11/10/22 PC PACKETS                                    | 21.25                                          |        |
| 11/17/2022 | 100  | 136209  | ARAMARK    | ARAMARK                            | 6140062573<br>6140066446<br>6240073671                 | 97.87<br>96.49<br>84.15                        |        |
|            |      |         |            |                                    |                                                        | 278.51                                         |        |
| 11/17/2022 | 100  | 136210  | AT&T CAROL | AT&T CAROL STREAM IL               | 11/04/22 AT&T<br>321250721-1                           | 69.55<br>85.60                                 |        |
|            |      |         |            |                                    |                                                        | 155.15                                         |        |
| 11/17/2022 | 100  | 136211  | BATTERY SY | BATTERY SYSTEMS                    | 29001107220922                                         | 348.23                                         |        |
| 11/17/2022 | 100  | 136212  | BUMPER TO  | BUMPER TO BUMPER HARTLAND          | 617-291798                                             | 92.78                                          |        |
| 11/17/2022 | 100  | 136213  | BURKE TRUC | BURKE TRUCK & EQUIPMENT            | 30297                                                  | 277.00                                         |        |
| 11/17/2022 | 100  | 136214  | CINTAS FIR | CINTAS                             | 4136762865<br>5132244240                               | 95.19<br>387.94                                |        |

CHECK REGISTER FOR PEWAUKEE  
 CHECK DATE FROM 11/07/2022 - 11/21/2022

| Check Date | Bank | Check  | Vendor     | Vendor Name                    | Invoice Number                                      | Amount                                                    |
|------------|------|--------|------------|--------------------------------|-----------------------------------------------------|-----------------------------------------------------------|
|            |      |        |            |                                |                                                     | 483.13                                                    |
| 11/17/2022 | 100  | 136215 | COMPLEX SE | COMPLEX SECURITY SOLUTIONS INC | 943558<br>943559                                    | 12,582.70<br>3,088.70<br><u>15,671.40</u>                 |
| 11/17/2022 | 100  | 136216 | COREY OIL  | COREY OIL                      | 358725<br>358726                                    | 486.20<br>3,285.60<br><u>3,771.80</u>                     |
| 11/17/2022 | 100  | 136217 | CRACK FILL | CRACK FILLING SERVICE          | 101722 C FILLING #1<br>101722 C FILLING #2          | 24,600.00<br>24,900.00<br><u>49,500.00</u>                |
| 11/17/2022 | 100  | 136218 | DIGGERS HO | DIGGERS HOTLINE                | 221069701                                           | 714.10                                                    |
| 11/17/2022 | 100  | 136219 | EHLERS & A | EHLERS & ASSOCIATES, INC       | 11/2/22 - CONT DISC                                 | 3,300.00                                                  |
| 11/17/2022 | 100  | 136220 | ELLIOTT AC | ELLIOTT ACE HARDWARE           | 844526<br>844580<br>844678                          | 3.08<br>1.00<br>21.13<br><u>25.21</u>                     |
| 11/17/2022 | 100  | 136221 | FIRE SERVI | FIRE SERVICE INC               | WI-1923-2                                           | 585.86                                                    |
| 11/17/2022 | 100  | 136222 | OFFICE COP | FORWARD TS                     | AR182715                                            | 239.01                                                    |
| 11/17/2022 | 100  | 136223 | GRAINGER   | GRAINGER                       | 9462263279<br>9496842486<br>9496971079              | 625.20<br>300.81<br>1,739.94<br><u>2,665.95</u>           |
| 11/17/2022 | 100  | 136224 | HECKEL DA1 | HECKEL DANCE LLC               | 0091                                                | 1,152.00                                                  |
| 11/17/2022 | 100  | 136225 | HUMPHREY S | HUMPHREY SERVICE PARTS, INC    | 1285082<br>1285552<br>1285878<br>1286098<br>1286146 | 44.27<br>19.48<br>20.48<br>22.38<br>9.36<br><u>115.97</u> |
| 11/17/2022 | 100  | 136226 | MISC       | JENNY SCHOLTKA                 | 111122-CORE                                         | 576.00                                                    |
| 11/17/2022 | 100  | 136227 | JOE WILDE  | JOE WILDE CO                   | 231690                                              | 768.00                                                    |
| 11/17/2022 | 100  | 136228 | JOHN S DIS | JOHN'S DISPOSAL SERVICE        | 978811                                              | 17,028.82                                                 |
| 11/17/2022 | 100  | 136229 | JOHNSON S  | JOHNSON'S NURSERY              | MO-11208-2                                          | 1,350.00                                                  |
| 11/17/2022 | 100  | 136230 | KAESTNER A | KAESTNER AUTO ELECTRIC CO.     | 416452                                              | 83.98                                                     |
| 11/17/2022 | 100  | 136231 | MISC       | MAGDELENE WAGNER               | 11/14/22 MWAGNER                                    | 172.50                                                    |
| 11/17/2022 | 100  | 136232 | MISC       | MARY FIRNROHR                  | 111122-TAI CHI                                      | 299.20                                                    |
| 11/17/2022 | 100  | 136233 | MISC       | MARY STRANKOWSKI               | 11/10/22 BUILDING                                   | 166.88                                                    |
| 11/17/2022 | 100  | 136234 | MENARDS    | MENARDS                        | 7975<br>7679<br>7682                                | 38.94<br>14.31<br>34.66<br><u>87.91</u>                   |
| 11/17/2022 | 100  | 136235 | MISC       | MICHAELIS GABBEY               | 11/14/22 MGABBEY                                    | 358.06                                                    |
| 11/17/2022 | 100  | 136236 | MID CITY P | MID-CITY PLUMBING              | 95987                                               | 11,280.90                                                 |
| 11/17/2022 | 100  | 136237 | MID-AMERIC | MID-AMERICAN RESEARCH CHEMICAL | 0775953-IN                                          | 3,991.77                                                  |

11/17/2022 03:29 PM  
User: ACCTTEMP  
DB: City Of Pewaukee

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Page: 5/6

| Check Date | Bank | Check  | Vendor     | Vendor Name                       | Invoice Number                                                                                                                                                                                                                                                                       | Amount                                                                                                                                                                                                                                                                                                                  |
|------------|------|--------|------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11/17/2022 | 100  | 136238 | MISC       | MONICA KASKEY                     | 111622                                                                                                                                                                                                                                                                               | 69.95                                                                                                                                                                                                                                                                                                                   |
| 11/17/2022 | 100  | 136239 | OFFICE DEP | ODP BUSINESS SOLUTIONS LLC        | 270841015002                                                                                                                                                                                                                                                                         | 49.84                                                                                                                                                                                                                                                                                                                   |
| 11/17/2022 | 100  | 136240 | PAYNE & DO | PAYNE & DOLAN                     | 1838523<br>1838524                                                                                                                                                                                                                                                                   | 157.56<br>55.00                                                                                                                                                                                                                                                                                                         |
|            |      |        |            |                                   |                                                                                                                                                                                                                                                                                      | 212.56                                                                                                                                                                                                                                                                                                                  |
| 11/17/2022 | 100  | 136241 | PETTY CASH | PETTY CASH                        | 11/14/22 PETTYC                                                                                                                                                                                                                                                                      | 600.00                                                                                                                                                                                                                                                                                                                  |
| 11/17/2022 | 100  | 136242 | POMP_S TIR | POMP'S TIRE SERVICE, INC.         | 60289757<br>60288871                                                                                                                                                                                                                                                                 | 36.80<br>439.61                                                                                                                                                                                                                                                                                                         |
|            |      |        |            |                                   |                                                                                                                                                                                                                                                                                      | 476.41                                                                                                                                                                                                                                                                                                                  |
| 11/17/2022 | 100  | 136243 | PREMIUM WA | PREMIUM WATERS, INC               | 362326112<br>362339274<br>362339258                                                                                                                                                                                                                                                  | 36.75<br>36.75<br>61.49                                                                                                                                                                                                                                                                                                 |
|            |      |        |            |                                   |                                                                                                                                                                                                                                                                                      | 134.99                                                                                                                                                                                                                                                                                                                  |
| 11/17/2022 | 100  | 136244 | PROHEALTH2 | PROHEALTH CARE MEDICAL ASSOCIATES | 110122 PROH MG<br>110122 -1 PRO MG                                                                                                                                                                                                                                                   | 824.00<br>343.00                                                                                                                                                                                                                                                                                                        |
|            |      |        |            |                                   |                                                                                                                                                                                                                                                                                      | 1,167.00                                                                                                                                                                                                                                                                                                                |
| 11/17/2022 | 100  | 136245 | ROBERT H   | ROBERT HALF                       | 61066403                                                                                                                                                                                                                                                                             | 2,537.60                                                                                                                                                                                                                                                                                                                |
| 11/17/2022 | 100  | 136246 | RUEKERT &  | RUEKERT & MIELKE, INC.            | 143807<br>143815<br>143819<br>143824<br>143825<br>143830<br>143804<br>143805<br>143806<br>143808<br>143809<br>143810<br>143811<br>143812<br>143813<br>143814<br>143816<br>143817<br>143818<br>143820<br>143821<br>143822<br>143823<br>143826<br>143827<br>143828<br>143829<br>143831 | 688.50<br>201.00<br>317.25<br>15,275.48<br>1,220.50<br>1,164.00<br>4,486.10<br>6,017.37<br>4,873.20<br>633.89<br>523.64<br>4,476.05<br>4,748.59<br>1,040.70<br>556.39<br>8,613.86<br>530.55<br>1,118.00<br>119.32<br>204.82<br>10,412.57<br>6,677.14<br>264.48<br>17,915.04<br>523.64<br>523.64<br>5,897.44<br>1,982.50 |
|            |      |        |            |                                   |                                                                                                                                                                                                                                                                                      | 101,005.66                                                                                                                                                                                                                                                                                                              |
| 11/17/2022 | 100  | 136247 | SAFETY-KLE | SAFETY-KLEEN CORP                 | 90107238<br>90301253                                                                                                                                                                                                                                                                 | 220.75<br>217.00                                                                                                                                                                                                                                                                                                        |

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|-----------------------------|------|---------|------------|------------------------------------|------------------------------------|-----------------|
|                             |      |         |            |                                    |                                    | 437.75          |
| 11/17/2022                  | 100  | 136248  | SITEONE LA | SITEONE LANDSCAPE SUPPLY LLC       | 124943617-001<br>125015781-001     | 351.42<br>62.12 |
|                             |      |         |            |                                    |                                    | 413.54          |
| 11/17/2022                  | 100  | 136249  | ST. BARTHO | ST. BARTHOLOMEW'S EPISCOPAL CHURCH | 116                                | 250.00          |
| 11/17/2022                  | 100  | 136250  | US BANK EQ | US BANK EQUIPMENT FINANCE          | 485243182-1                        | 932.63          |
| 11/17/2022                  | 100  | 136251  | WASTE MANA | WASTE MANAGEMENT                   | 0385934-4163-7                     | 3,640.72        |
| 11/17/2022                  | 100  | 136252  | WAUKESHA W | WAUKESHA WATER UTILITY             | 111122WAUKW                        | 26,545.76       |
| 11/17/2022                  | 100  | 136253  | WI DEPT T1 | WI DEPT TRANSPORTATION             | 395-0000283119                     | 30,830.05       |
| 11/18/2022                  | 100  | 988 (E) | ADP, LLC   | ADP, LLC                           | 100-51450-52480                    | 1,417.00        |
| 11/18/2022                  | 100  | 990 (E) | GREAT AMER | GREAT AMERICA FINANCIAL SERVICES   | 100-51200-53400<br>100-52100-53400 | 52.00<br>52.00  |
|                             |      |         |            |                                    |                                    | 104.00          |
| 100 TOTALS:                 |      |         |            |                                    |                                    |                 |
| Total of 116 Checks:        |      |         |            |                                    |                                    | 1,284,359.59    |
| Less 2 Void Checks:         |      |         |            |                                    |                                    | 3,632.90        |
| Total of 114 Disbursements: |      |         |            |                                    |                                    | 1,280,726.69    |



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

**DATE:** November 21, 2022

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Approve the Special Common Council Meeting Minutes Dated November 9, 2022

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

CC Minutes 11/9/2022

**In Attendance:**

Mayor S. Bierce, Aldermen C. Brown, I. Clark, R. Reinbold and P. Vetterkind.

**Absent and Excused:**

B. Dziwulski and J. Wamser.

**Also in Attendance:**

Administrator S. Klein, DPW Director M. Wagner, Fire Chief K. Bierce, Parks & Recreation Director N. Phalin, IT Director B. Kewan, Director of People and Culture K. Woldanski, City Assessor R. Tuff and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance

Mayor Bierce called the meeting to order at 5:30 p.m. and asked everyone to stand for the Pledge of Allegiance.

2. Public Comment - None.

3. Discussion and Possible Action to Approve the 2023 City of Pewaukee Budget and Establish the 2023 Tax Rate

Mr. Klein noted that there were no changes made since the Public Hearing that was held on Monday.

**A motion was made and seconded (C. Brown, I. Clark) to approve the 2023 City budget, setting the \$11,287,472 tax levy and establishing the tax rate to \$3.013 per \$1,000 of assessed value.**

Motion Passed: 4-For, 0-Against.

4. Adjournment

**A motion was made and seconded (R. Reinbold, P. Vetterkind) to adjourn the meeting at 5:31 p.m.** Motion Passed: 4-For, 0-Against.

Respectfully Submitted,

Kelly Tarczewski  
Clerk/Treasurer

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

**DATE:** November 21, 2022

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

**PUBLIC HEARING,** Discussion and Possible Action Regarding the Liquor License for **Steny's Lake Country LLC** Located at N29 W24483 Watertown Road and Naming Brittney Stenstrup as Agent [Tarczewski]

***BACKGROUND:***

Stenny's Lake Country LLC is pursuing the purchase of Boomer's. The closing of the sale is expected the first part of December.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Approve the liquor license for Steny's Lake Country LLC, and naming Brittney Stenstrup agent, contingent upon the success sale and transfer of business from the Pasdera Family to the Stenstrup Family.

**ATTACHMENTS:**

Description

Steny's Application

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: \_\_\_\_\_ ending: 6/30/23  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } PEWAUKEE

County of WAUKESHA Aldermanic Dist. No. N/A  
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company  
☐ Partnership ☐ Corporation/Nonprofit Organization

| Applicant's Wisconsin Seller's Permit Number<br><u>456-1031149058-04</u> |                  |
|--------------------------------------------------------------------------|------------------|
| FEIN Number<br><u>92-0584642</u>                                         |                  |
| TYPE OF LICENSE REQUESTED                                                | FEE              |
| <input type="checkbox"/> Class A beer                                    | \$               |
| <input checked="" type="checkbox"/> Class B beer                         | \$ <u>100.00</u> |
| <input type="checkbox"/> Class C wine                                    | \$               |
| <input type="checkbox"/> Class A liquor                                  | \$               |
| <input type="checkbox"/> Class A liquor (cider only)                     | \$ N/A           |
| <input checked="" type="checkbox"/> Class B liquor                       | \$ <u>500.00</u> |
| <input type="checkbox"/> Reserve Class B liquor                          | \$               |
| <input type="checkbox"/> Class B (wine only) winery                      | \$               |
| Publication fee                                                          | \$               |
| <b>TOTAL FEE</b>                                                         | \$               |

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
STENSTRUP, BRITTNEY, ANN / STENY'S LAKE COUNTRY LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

|                                   |          |               |                                                        |
|-----------------------------------|----------|---------------|--------------------------------------------------------|
| President / Member Last Name      | (First)  | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| STENSTRUP                         | JEROME   | LEE           | <u>MUSKEGO, WI 53150</u>                               |
| Vice President / Member Last Name | (First)  | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| STENSTRUP                         | RYAN     | JEROME        | <u>FRANKLIN, WI 53132</u>                              |
| Secretary / Member Last Name      | (First)  | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| STENSTRUP                         | BRITTNEY | ANN           | <u>FRANKLIN, WI 53132</u>                              |
| Treasurer / Member Last Name      | (First)  | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| STENSTRUP                         | CHERYL   | LYNN          | <u>MUSKEGO, WI 53150</u>                               |
| Agent Last Name                   | (First)  | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| STENSTRUP                         | BRITTNEY | ANN           | <u>FRANKLIN, WI 53132</u>                              |
| Directors / Managers Last Name    | (First)  | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| STENSTRUP                         | RYAN     | JEROME        | <u>FRANKLIN, WI 53132</u>                              |

1. Trade Name STENY'S LAKE COUNTRY Business Phone Number \_\_\_\_\_  
2. Address of Premises N29W24483 WATERTOWN RD Post Office & Zip Code PEWAUKEE WI 53072

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

SPORTS BAR, CABANA BAR, VOLLEYBALL COURTS, OUTDOOR AREA, ENCLOSED DECK, BASEMENT  
LIQUOR STORAGE, MAIN LEVEL LIQUOR CLOSET, WALK IN COOLER, BACK FIELD.

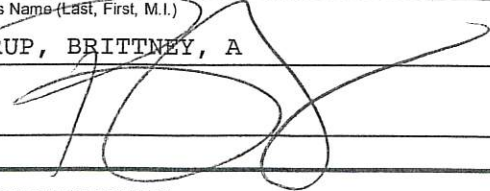
4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☒ Yes ☐ No

(b) If yes, under what name was license issued? TYLER E PASDERA, PASDERA # ONE LLC

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ..... ☒ Yes ☐ No  
THE AGENT WILL BE BARTENDING AS NEEDED.
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☒ No  
**If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ..... ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state WISCONSIN and date OCT 2022 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ..... ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ..... ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ..... ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

|                                                                                                  |                              |                                 |
|--------------------------------------------------------------------------------------------------|------------------------------|---------------------------------|
| Contact Person's Name (last, first, M.I.)<br><b>STENSTRUP, BRITTNEY, A</b>                       | Title/Member<br><b>AGENT</b> | Date<br><b>10/13/2022</b>       |
| Signature<br> | Phone Number<br><b>262-</b>  | Email Address<br><b>@gmail.</b> |

**TO BE COMPLETED BY CLERK**

|                                                                 |                                                     |                                               |                                   |
|-----------------------------------------------------------------|-----------------------------------------------------|-----------------------------------------------|-----------------------------------|
| Date received and filed with municipal clerk<br><b>10/17/22</b> | Date reported to council / board<br><b>11/21/22</b> | Date provisional license issued<br><b>N/A</b> | Signature of Clerk / Deputy Clerk |
| Date license granted                                            | Date license issued                                 | License number issued                         |                                   |

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

**DATE:** November 21, 2022

**DEPARTMENT:** Planning

**PROVIDED BY:** Nick Fuchs

***SUBJECT:***

**PUBLIC HEARING** Regarding a Recommendation to the Common Council for a Comprehensive Master Plan Amendment to Change the Year 2050 Land Use/Transportation Plan Use Designation for the City of Pewaukee for **Lake Pewaukee Sanitary District** for Property Located at N25 W27675 Prospect Avenue (PWC 0935-981) from Medium Density Residential (6,500 sq. ft. – 1/2 ac./d.u.) to Government/Institutional (***Petitioner Withdrew Request***) [Fuchs]

***BACKGROUND:***

At their October 20, 2022 meeting, the Plan Commission recommended denial of the subject Comprehensive Master Plan Amendment request.

On October 26th, the Lake Pewaukee Sanitary District emailed staff requesting to withdraw this application. As it was publicly noticed for this meeting, staff felt it appropriate to keep it on the agenda.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

LPSD staff report 9.15.22

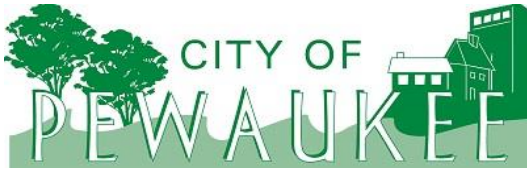
LPSD narrative

LPSD staff comments

LPSD staff comment responses

LPSD Comp Plan map





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

## REPORT TO THE PLAN COMMISSION

Meeting of September 15, 2022

---

**Date:** September 7, 2022

**Project Name:** Rezoning and Comprehensive Master Plan Amendment

**Project Address/Tax Key No.:** N25W27675 Prospect Ave./PWC 0935981

**Applicant:** LAKE PEWAUKEE SANITARY DISTRICT (LPSD)

**Property Owner:** LAKE PEWAUKEE SANITARY DISTRICT (LPSD)

**Current Zoning:** F-1 Floodplain, UC Upland Conservancy, Rs-1 Single-Family Residential, & B-3 General Business District

**2050 Land Use Map Designation:** Medium density residential (6,500 Sq.Ft. – ½ Ac./D.U.)

**Use of Surrounding Properties:** Residential to the east, residential and business to the west, the Lake Country Trail to the south, and Prospect Ave. to the north.

---

### **Project Description**

The applicant submitted a Rezoning and Comprehensive Master Plan Amendment for the subject property located at N25W27675 Prospect Avenue. The parcel is about 32.8 acres in size with the northern portion bordering Prospect Avenue and the southern portion bordering the Lake Country Recreation Trail.

Currently, the northern portion of the parcel is zoned Rs-1 Single-Family Residential District. The northwest portion of the parcel is zoned Rs-1, B-3, and UC districts. The southern portion and majority of the parcel is zoned F-1 Floodplain District.

The applicant seeks to re-zone the Rs-1 District portion of the parcel to I-2 Urban Institutional District. The applicant also seeks to change the Comprehensive Master Plan Year 2050 Land Use/Transportation Plan map from Medium Density Residential (6,500 Sq.Ft. – ½ Ac./D.U.) to Governmental/Institutional. This is required to provide consistency between the requested zoning district and future land use designation.

The applicant is requesting approval of the Rezoning and Comprehensive Master Plan Amendment before submitting Site & Building Plans for construction of a garage and storage building. Related to the conceptual/sketch site plan provided, staff sent the applicant the attached comments for consideration prior to submitting detailed plans. Specifically Comment #2 contains questions and comments regarding the future development of the site.

### **Recommendation**

Staff recommends approval of the Rezoning and Comprehensive Master Plan Amendment for the subject property located at N25W27675 Prospect Ave.

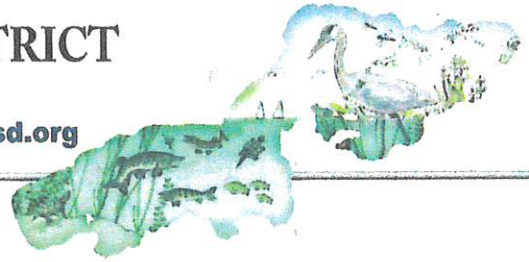
Staff finds that regardless of how LPSD may be able to develop this parcel in the future, it is appropriate for it to be zoned to match the existing institutional use on the subject property as it is already owned and utilized by LPSD.



# LAKE PEWAUKEE SANITARY DISTRICT

N25 W27534 Oak Street • P. O. Box 111 • Pewaukee, WI 53072

(262) 691-4485 • Fax (262) 691-8096 [www.lakepewaukeesd.org](http://www.lakepewaukeesd.org)



July, 18<sup>th</sup>, 2022

Nick Fuchs

City of Pewaukee Planner & Community Development Director

W240 N3065 Pewaukee Road

Pewaukee, WI 53072

Re: Lake Pewaukee Sanitary District (LPSD) - Rezoning of N25 W27675 Prospect Avenue

Dear Mr. Fuchs,

On June 22<sup>nd</sup>, 2022 We met with Scott Klein, Yourself, Maggie Wagner and Jane Mueller and briefly discussed the Lake Pewaukee Sanitary District properties, our building needs, LPSD's current site, flood plains, set-backs and zoning items. It appeared the best solution was to rezone the RS-1 area on the Prospect Avenue property to Government/Institutional to accommodate our space needs, although it was suggested about buying the neighbor's property. I did meet with our existing neighbor Dale Opat last week and he had absolutely no interest in selling his property or even a small piece. Siepman has been trying to buy it for years and when that gets developed the District will be surrounded 100% by residential which makes our existing site even more problematic.

Enclosed is a concept building layout and an exhibit showing the property and zoning change. Please put us on the agenda for the City's Zoning Board to review.

Please let me know if there is anything else you need to move forward with the zoning change. We are currently working with Strand on a Building Plan proposal and can provide building drawings and landscaping for the following building approval meetings.

Thanks again for your time.

Respectfully,

Tom Koepp

A handwritten signature in blue ink that reads "Thomas H. Koepp". The signature is stylized with a large, flowing 'T' and 'K'.

Thomas H. Koepp, P.E., LEED AP

Lake Pewaukee Sanitary District Manager

P.O. Box 111

Pewaukee, WI 53072

CC:



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

Fax (262) 691-1798

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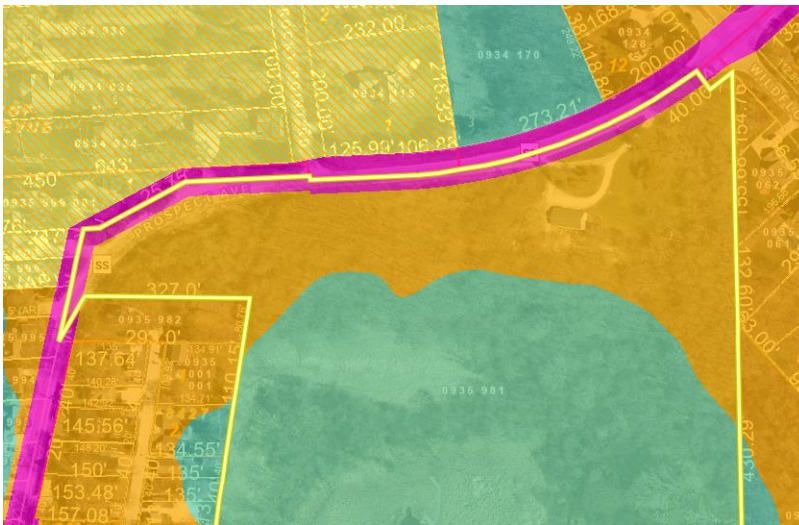
Date: August 16, 2022  
To: LAKE PEWAUKEE SANITARY DISTRICT  
From: Nick Fuchs, Planner & Community Development Director  
RE: Staff Comments – Rezoning & Comprehensive Master Plan Amendment

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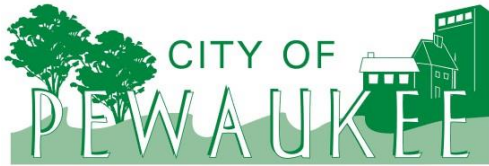
**Comments and Recommendations:**

Below are comments and recommendations for the proposed development application for property located at N25W27675 PROSPECT AVE/Tax Key No. PWC 0935981.

1. A Comprehensive Master Plan exhibit must be provided. This is similar to the exhibit that shows the location and change in zoning, but would request a change in future land use designation from Medium Density Residential to Government/Institutional. This would include the area in orange below.



2. Staff does not anticipate objecting to the rezoning and Comprehensive Master Plan Amendment; however, please consider the following comments for the future submittal of detailed site and building plans.
  - a. The subject property is surrounded by single-family residential uses. The existing tree line should be reviewed, and landscape added where necessary to fill in any gaps that may exist. Additional landscaping in general should be considered to ensure appropriate buffering is provided for the adjacent less intense uses.
  - b. Will repair work be done within the building? If so, limited hours of operations and keeping the overhead door closed during work should be considered to limit noise.
  - c. The initial proposed uses and structures are permitted in the I-2 Rural Zoning District. Note that the height of a principal building shall not exceed 35ft and an accessory building shall not be taller than 18 feet.



**Office of the Planner & Community Development Director**

W240 N3065 Pewaukee Road

Pewaukee, Wisconsin 53072

Phone (262) 691-0770

[fuchs@pewaukee.wi.us](mailto:fuchs@pewaukee.wi.us)

Fax (262) 691-1798

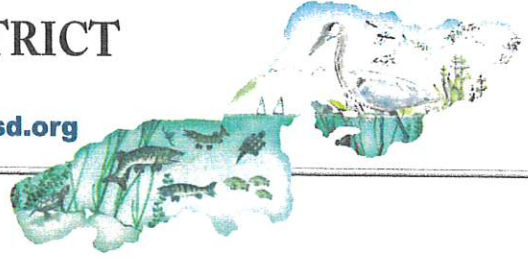
- d. Please dimension and label all setbacks when submitting detailed site and building plans. Be mindful that both Floodplain and Wetland lay just south of the existing building and that setbacks need to be met.
  - e. Note that the I-2 District requires the following Building Setbacks:
    - i. f. Setback and Yards
      - (1) There shall be a minimum building (or street) setback of 75 feet from the street, road, or highway right-of-way.
      - (2) There shall be a side yard on each side of all structures not less than 25 feet in width.
      - (3) There shall be a rear yard of not less than 25 feet.
      - (4) All structures shall be set back a minimum 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 subsection 17.0435)
  - f. Furthermore, the I-2 zoning district states that no parking or loading shall be within 30 feet of a street right-of-way.
  - g. Building materials and aesthetic will be important to consider and included when submitting the Site & Building Plan Review Application. Please be aware that metal buildings are typically not permitted. Below are design guidelines related to the use of metal as a building material.
    - (b) Painted, unpainted or anodized metal panels used as a facade material shall not be extended or have the appearance of extending to within four (4) feet of the ground elevation and shall comprise no more than ten (10) percent of the facade of any side of a building.
    - (4) Many types of totally or partially metal-clad buildings do not give the visual impression of permanence and, in addition, such buildings are often vulnerable to both physical and visual decay within a relatively short period. There are those cases, however, where buildings have been or may be designed using special metallic panels which are at once both durable and visually attractive and not merely an inexpensive method of building construction. In such cases, when it can be demonstrated to the satisfaction of the Plan Commission that a building having more than ten (10) percent of the building facade covered with such metal panels is both attractive and provides a visual permanence within the community, the Plan Commission may reduce or waive those standards which relate to such cases.
  - h. Staff is wondering if any significant or mature trees will be removed? If so, please indicate include details of the tree types and sizes on the Landscape Plan.
3. Staff understands that the site plan submitted is preliminary; however, it is still recommended that the it conform to zoning district development standards. Currently it does not appear that setbacks are met.



# LAKE PEWAUKEE SANITARY DISTRICT

N25 W27534 Oak Street • P. O. Box 111 • Pewaukee, WI 53072

(262) 691-4485 • Fax (262) 691-8096 [www.lakepewaukeesd.org](http://www.lakepewaukeesd.org)



August 30<sup>th</sup>, 2022

Nick Fuchs

City of Pewaukee Planner & Community Development Director

W240 N3065 Pewaukee Road

Pewaukee, WI 53072

Re: Lake Pewaukee Sanitary District (LPSD) – Rezoning of N25 W27675 Prospect Avenue additional Information

Dear Mr. Fuchs,

We are in receipt of your letter dated August 16, 2022, with staff comments and would like to provide the requested additional information. It is as follows:

1. Enclosed is a Comprehensive Master Plan Exhibit "A" which indicates the requested current Medium Density Residential to be changed to Government/Institutional. The area is outlined in black ink and hatched with red ink. To be clear and simple – the area that is orange, change to blue (everything outside the floodplain) per the Cities maps.
2. We will adhere to all the setbacks and consider all the comments regarding the site plan items a-f. Building materials will be discussed with the city (item g). There is 1 large pine tree and 1 large oak tree that the district would like to save and design around. The tree line should be preserved to screen from the neighbors and additional landscaping shall be added to enhance overall site appearance and screening.
3. All setbacks shall be met. A detailed site plan will be forthcoming with actual surveyed ROW and setbacks shown.

Please share this information with all staff for the next meeting on September 15<sup>th</sup>, 2022. I anticipate our commissioners will be attending with me.

Sincerely,

Thomas H. Koepp, P.E., LEED AP  
Manager  
Lake Pewaukee Sanitary District

Enc: Comprehensive Master Plan Exhibit "A"

CC: John Ruff – LPSD Commissioner

Joby Boland – LPSD Commissioner

Jennifer Barker – LPSD Commissioner

Steve Bierce – City of Pewaukee Mayor

Scott Klein – City of Pewaukee Administrator

Maggie Wagner – City of Pewaukee Engineer/DPW Director

City of Pewaukee Plan Commission

| LEGEND |                                                                     |
|--------|---------------------------------------------------------------------|
| 1      | WATER ( > 2 AC. )                                                   |
| 2      | AGRICULTURE                                                         |
| 3      | PUBLIC OR PRIVATE PARK AND RECREATION                               |
| 4      | FLOOD PLAINS, LOWLAND & UPLAND CONSERVANCY, AND OTHER NATURAL AREAS |
| 5      | LOW DENSITY RESIDENTIAL ( > 2 AC. / DWELLING UNIT ( D.U. ) )        |
| 6      | LOW - MEDIUM DENSITY RESIDENTIAL ( 1/2 AC. - 2 AC. / D.U. )         |
| 7      | MEDIUM DENSITY RESIDENTIAL ( 6,500 SQ. FT. - 1/2 AC. / D.U. )       |
| 8      | HIGH DENSITY RESIDENTIAL ( < 6,500 SQ. FT. / D.U. )                 |
| 9      | OFFICE COMMERCIAL                                                   |
| 10     | MIXED OFFICE / RETAIL COMMERCIAL                                    |
| 11     | RETAIL / SERVICE COMMERCIAL                                         |
| 12     | TRANSPORTATION / UTILITIES                                          |
| 13     | GOVERNMENTAL / INSTITUTIONAL                                        |
| 14     | MANUFACTURING / FABRICATION / WAREHOUSING                           |
| 15     | MINING                                                              |
|        | TRANSITION                                                          |



## Comprehensive Master Plan Exhibit "A"

Request to change the current Medium Density Residential to Government/Institutional. The area requested is hatched in red.



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

**DATE:** November 21, 2022

**DEPARTMENT:** Planning

**PROVIDED BY:**

***SUBJECT:***

**PUBLIC HEARING**, Discussion and Possible Action Regarding **Resolution 22-11-48** and **Ordinance 22-24** Related to the Comprehensive Master Plan Amendment to Change the Year 2050 Land Use/Transportation Plan Use Designation for the City of Pewaukee for **Fox Run Development Partners, LLC** for Property Located at N15 W22261 Watertown Road (PWC 0960-987) from Office Commercial and Flood Plains, Lowland & Upland Conservancy and Other Natural Areas to Manufacturing/Fabrication/Warehousing [Fuchs]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Resolution 22-11-48

Ordinance 22-24

**RESOLUTION NO. 22-11-48**

**A RESOLUTION RECOMMENDING THE ADOPTION OF AN ORDINANCE TO  
AMEND THE CITY OF PEWAUKEE 2035 COMPREHENSIVE MASTER PLAN AND  
NEIGHBORHOOD PLANS 2015-2050 TO CHANGE THE YEAR 2050 LAND  
USE/TRANSPORTATION PLAN OF A PROPERTY LOCATED AT N15 W22261  
WATERTOWN ROAD BEARING TAX KEY NO. PWC 0960-987 FROM OFFICE  
COMMERCIAL AND FLOODPLAINS, LOWLAND & UPLAND CONSERVANCY AND  
OTHER NATURAL AREAS TO  
MANUFACTURING/FABRICATION/WAREHOUSING, PURSUANT TO WIS. STAT. §  
66.1001(4)(b)**

**WHEREAS,** pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Pewaukee is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

**WHEREAS,** pursuant to Wis. Stat. § 66.1001(4)(b), the Plan Commission may recommend the amendment of the Comprehensive Master Plan to the Common Council by adopting a resolution by a majority vote of the entire Commission, which vote shall be recorded in the official minutes of the Plan Commission; and

**WHEREAS,** The Applicant, Fox Run Development Partners LLC has applied for an amendment to the Comprehensive Master Plan to change the Year 2050 Land Use/Transportation Plan of a property located at N15 W22261 Watertown Road bearing Tax Key No. PWC 0960-987 from Office Commercial and Floodplains, Lowland & Upland Conservancy and Other Natural Areas to Manufacturing/Fabrication/Warehousing, more particularly described as follows:

PT SE1/4 SEC 24 T7N R19E; COM E1/4 COR; N88°10'W 1340.88 FT; S 786.45 FT THE BGN; S 363.21 FT; S70°03'W 642.89 FT; N19°57'W 17.38 FT; N87°55'W 136.08 FT; N04°30'E 13.76 FT; N43°56'E 656.69 FT; N34°01'E 219.87 FT; S57°15'E 197.98 FT TO BGN :: DOC# 3535686

**WHEREAS,** the Plan Commission having determined that the proposed amendment in form and content as presented to the Commission on November 17, 2022, is consistent with the Comprehensive Master Plan's goals, objectives and policies and in proper form and content for adoption by the Common Council as an amendment to the Comprehensive Master Plan, subject to such modifications the Common Council may consider reasonable and necessary, following public hearing, in order to protect and promote the health, safety and welfare of the City of Pewaukee.

**NOW, THEREFORE, BE IT RESOLVED,** by the Plan Commission of the City of Pewaukee, Wisconsin, that the application for and the proposed ordinance to amend the City of Pewaukee Comprehensive Master Plan to change the Year 2050 Land Use/Transportation Plan of a property located at N15W22261 Watertown Road from Office Commercial and Floodplains, Lowland & Upland Conservancy and Other Natural Areas to Manufacturing/Fabrication/Warehousing, such property bearing Tax Key No. PWC 0960-987, be and the same is hereby recommended for adoption and incorporation into the Comprehensive Master Plan by the Common Council:

Passed and adopted this 17th day of November, 2022.

FOR THE PLAN COMMISSION OF THE CITY OF  
PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

ATTEST:

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

\_\_\_\_\_  
Colleen Brown, Plan Commission Secretary



**ORDINANCE NO. 22-24**

**AN ORDINANCE TO AMEND THE CITY OF PEWAUKEE 2035 COMPREHENSIVE MASTER PLAN AND NEIGHBORHOOD PLANS 2015-2050 TO CHANGE THE YEAR 2050 LAND USE/TRANSPORTATION PLAN OF A PROPERTY LOCATED AT N15W22261 WATERTOWN ROAD BEARING TAX KEY NO. PWC 0960-987 FROM OFFICE COMMERCIAL AND FLOODPLAINS, LOWLAND & UPLAND CONSERVANCY AND OTHER NATURAL AREAS TO MANUFACTURING/FABRICATION/WAREHOUSING**

**WHEREAS**, pursuant to Wis. Stat. §§ 62.23(2) and (3) and 66.1001(4), the City of Pewaukee is authorized to prepare and adopt and to amend a comprehensive plan as defined in Wis. Stat. §§ 66.1001(1)(a) and 66.1001(2); and

**WHEREAS**, The Applicant, Fox Run Development Partners LLC has applied for an amendment to the Comprehensive Master Plan to change the Year 2050 Land Use/Transportation Plan of a property located at N15W22261 Watertown Road bearing Tax Key No. PWC 0960-987 from Office Commercial and Floodplains, Lowland & Upland Conservancy and Other Natural Areas to Manufacturing/Fabrication/Warehousing; and

**WHEREAS**, the Plan Commission of the City of Pewaukee by a majority vote of the entire Commission on November 17, 2022, recorded in its minutes, has adopted a resolution recommending to the Common Council the adoption of the Ordinance to Amend the City of Pewaukee Comprehensive Master Plan to change the Year 2050 Land Use/Transportation Plan of a property located at N15W22261 Watertown Road bearing Tax Key No. PWC 0960-987 from Office Commercial and Floodplains, Lowland & Upland Conservancy and Other Natural Areas to Manufacturing/Fabrication/Warehousing; and

**WHEREAS**, the City of Pewaukee held a public hearing upon this proposed Ordinance, in compliance with the requirements of Wis. Stat. § 66.1001(4)(d); the Common Council having received input from the public at a duly noticed public hearing on November 21, 2022; and

**NOW THEREFORE, BE IT RESOLVED**, by the Mayor and Common Council of the City of Pewaukee, Wisconsin, do ordain as follows:

**SECTION 1: Adoption**

The City of Pewaukee Comprehensive Master Plan is hereby amended to change the Year 2050 Land Use/Transportation Plan of a property located at N15W22261 Watertown Road bearing Tax Key No. PWC 0960-987 from Office

Commercial and Floodplains, Lowland & Upland Conservancy and Other Natural Areas to Manufacturing/Fabrication/Warehousing.

## **SECTION 2: Document Transmittal**

The City Common Council hereby directs the City Clerk/Treasurer to transmit a copy of the amendment as well as a signed copy of both the **Resolution No. PC 22-11-48** and this **Ordinance No. 22-24** to the Wisconsin Department of Administration, the Southeastern Wisconsin Regional Planning Commission, the Waukesha Park and Land Use Department, the Pewaukee Public Library and to each town, village and city that abuts the City of Pewaukee.

## **SECTION 3: Severability**

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

## **SECTION 4: Effective Date**

This ordinance shall take effect immediately upon passage and posting of publication as provided by law.

Passed and adopted this 21<sup>st</sup> day of November, 2022.

FOR THE COMMON COUNCIL OF THE CITY OF  
PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

ATTEST:

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

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

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

**DATE:** November 21, 2022

**DEPARTMENT:** Planning

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding **Ordinance 22-25** Rezoning the Property Located at N15 W22261 Watertown Road (PWC 0960-987) from Rs-1 Single-Family Residential and LC Lowland Conservancy to M-2 Limited Industrial for the Purpose of Constructing an Approximately 55,000 Square Foot Industrial Building as Petitioned by **Fox Run Development Partners, LLC** [Fuchs]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Ordinance 22-25

Fox Run Map

Fox Run staff report 11.17.22

Fox Run narrative

Fox Run rezoning exhibit

Fox Run building concepts

STATE OF WISCONSIN

CITY OF PEWAUKEE

WAUKESHA COUNTY

**ORDINANCE 22-25**

**TO AMEND THE ZONING MAP OF  
THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN**

The Common Council of the City of Pewaukee, Waukesha County, Wisconsin do ordain that the Zoning Map of the City of Pewaukee, Wisconsin is hereby amended to change the zoning classification of the property described below as follows:

FROM: **RS-1 Single Family Residential & LC Lowland Conservancy**

TO: **M-2 Limited Industrial**

**SECTION 1 - DESCRIPTION**

**Common Description:**

PT SE1/4 SEC 24 T7N R19E; COM E1/4 COR; N88°10'W 1340.88 FT; S 786.45 FT THE BGN; S 363.21 FT; S70°03'W 642.89 FT; N19°57'W 17.38 FT; N87°55'W 136.08 FT; N04°30'E 13.76 FT; N43°56'E 656.69 FT; N34°01'E 219.87 FT; S57°15'E 197.98 FT TO BGN:: DOC# 3535686

**Tax Key Number:** PWC 0960-987

**Property Address:** N15 W22261 Watertown Road

**This Amendment to the Zoning Map** (Change in zoning) is being proposed for the purpose of: developing a light industrial/flex building.

**SECTION 2 –SEVERABILITY**

The several sections of this Ordinance are 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 Ordinance.

**SECTION 3 - ACTION**

This Ordinance shall take effect upon passage and posting.

Dated this 21th day of November, 2022.

COMMON COUNCIL OF THE CITY OF PEWAUKEE

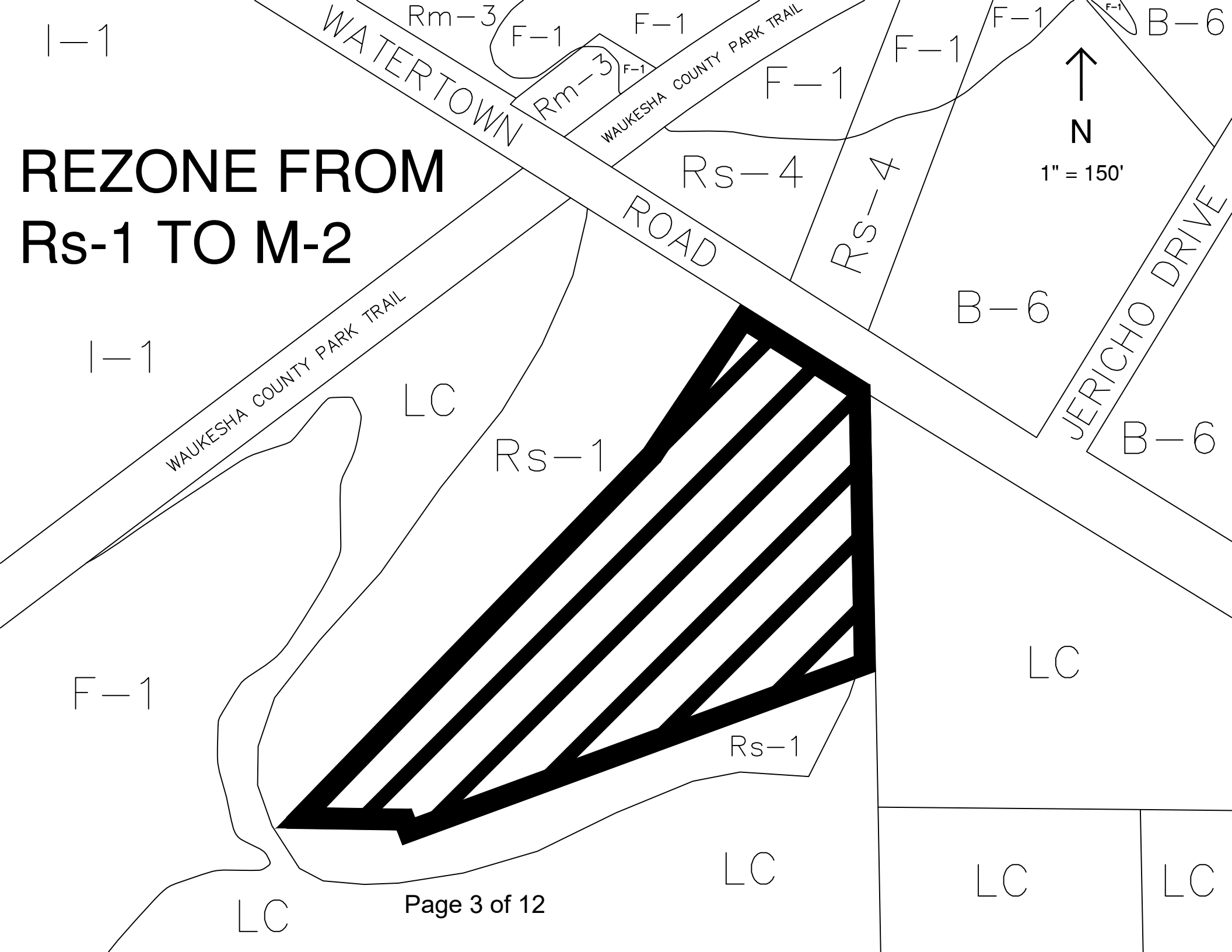
WAUKESHA COUNTY, WISCONSIN

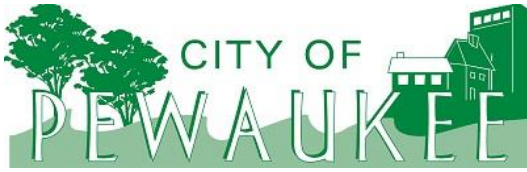
Attest:

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

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

# REZONE FROM Rs-1 TO M-2





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

## REPORT TO THE PLAN COMMISSION

Meeting of November 17, 2022

---

**Date:** November 9, 2022

**Project Name:** Rezoning and Comprehensive Master Plan Amendment

**Project Address/Tax Key No.:** N15W22261 Watertown Road/PWC 0960987

**Applicant:** FOX RUN DEVELOPMENT PARTNERS LLC

**Property Owner:** FOX RUN DEVELOPMENT PARTNERS LLC

**Current Zoning:** Rs-1 Single-Family District & LC Lowland Conservancy

**2050 Land Use Map Designation:** Office/Commercial

**Use of Surrounding Properties:** A-2 Agricultural District to the south, LC Lowland Conservancy to the east and west, and Watertown Rd. to the north.

---

### **Project Description/Analysis**

The applicant submitted a Rezoning and Comprehensive Master Plan Amendment for the property located at N15W22261 Watertown Road. The parcel has an area of about 5.3 acres with the northern portion bordering Watertown Road and the southern portion bordering a large parcel zoned A-2 Agricultural District. Currently, the parcel sits vacant.

The applicant seeks to rezone the property from Rs-1 Single Family Residential District and LC Lowland Conservancy District to M-2 Limited Industrial District. The applicant also seeks to change the Comprehensive Master Plan Year 2050 Land Use/Transportation Plan map from Office/Commercial and Flood Plains, Lowland & Upland Conservancy and Other Natural Areas to Manufacturing/Fabrication/Warehousing. This is required to provide consistency between the requested zoning district and the future land use designation.

The applicant is requesting approval of the Rezoning and Comprehensive Master Plan Amendment prior to submitting Site & Building Plans for construction of an approximately 48,000 industrial speculative building. Preliminary plans were submitted that provide much of the site and building details; however, these are not final nor have they been reviewed in detail by staff. Staff anticipates recommending architectural improvements and will need to review landscaping and lighting plans as well.

The conceptual plan illustrates the building location, exterior parking area, and potential storm water pond location. The building exterior primarily consists of painted precast concrete wall panels of different colors. The proposed development achieves 50.9% greenspace.



A wetland delineation was completed on September 22, 2022 by the Heartland Ecological Group Inc. Two wetland areas were identified. The wetland located in front of the proposed building is approximately 4,800 square feet and will be disturbed by the parking lot. The smaller wetland, located behind the building along the south property line is about 435 square feet and will likely be impacted by the grading of the site. It should be noted that these areas appear to be part of larger wetland complexes extending onto the adjacent properties. Any wetland impacts must be approved by the Wisconsin Department of Natural Resources prior to any land disturbance activities taking place.

The exterior parking area illustrates 79 proposed car parking spaces, of which 4 are ADA accessible, in the front of the building. 13 future car parking spaces are being proposed along the southwest corner of the building towards the rear. Additionally, 10 truck docks are being proposed in the rear of the building.

A monument sign is shown near the entrance of the site. Signage must comply with standards set forth in Section 17.0700 of the City's Zoning Code and will require separate review and approval by the City Planner as well as a Sign Permit from the Building Services Department, prior to installation.

### **Recommendation**

A motion to approve the Rezoning and Comprehensive Master Plan Amendment submitted by Fox Run Development Partners LLC for the property located at N15W22261 Watertown Road.



**PETITION FOR A REZONING DISTRICT MAP AMENDMENT  
AND  
AMENDMENT TO THE COMPREHENSIVE MASTER PLAN  
NARRATIVE**

Subject Property: 5.3 Acre Vacant site at N15 W22261 Watertown Road (Tax Key 0960.987)  
Current Zoning: RS-1, Single Family Residential  
Proposed Zoning: M-2, Limited Industrial District

The property owner, Fox Run Development Partners, LLC, an affiliate of Irgens, seeks to rezone the site from RS-1, Single Family Residential to M-2 Limited Industrial District. Irgens plans to develop and improve the site with a single-story, approximately 48,000 square foot, flexible light industrial center with either a build-to-suit single user or a multi-tenant building with 2 compatible users. We believe that there is a market for light manufacturing and fabrication, with related warehouse and office space at this location due to its proximity to interstate 94 and with a limited supply of available sites to serve the market for small to mid-size users.

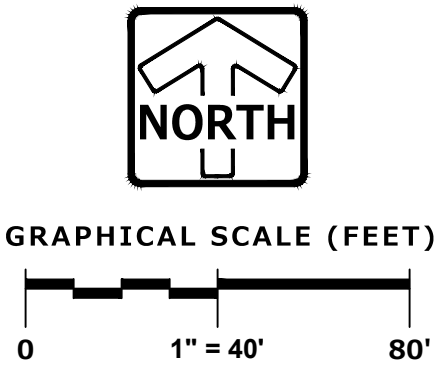
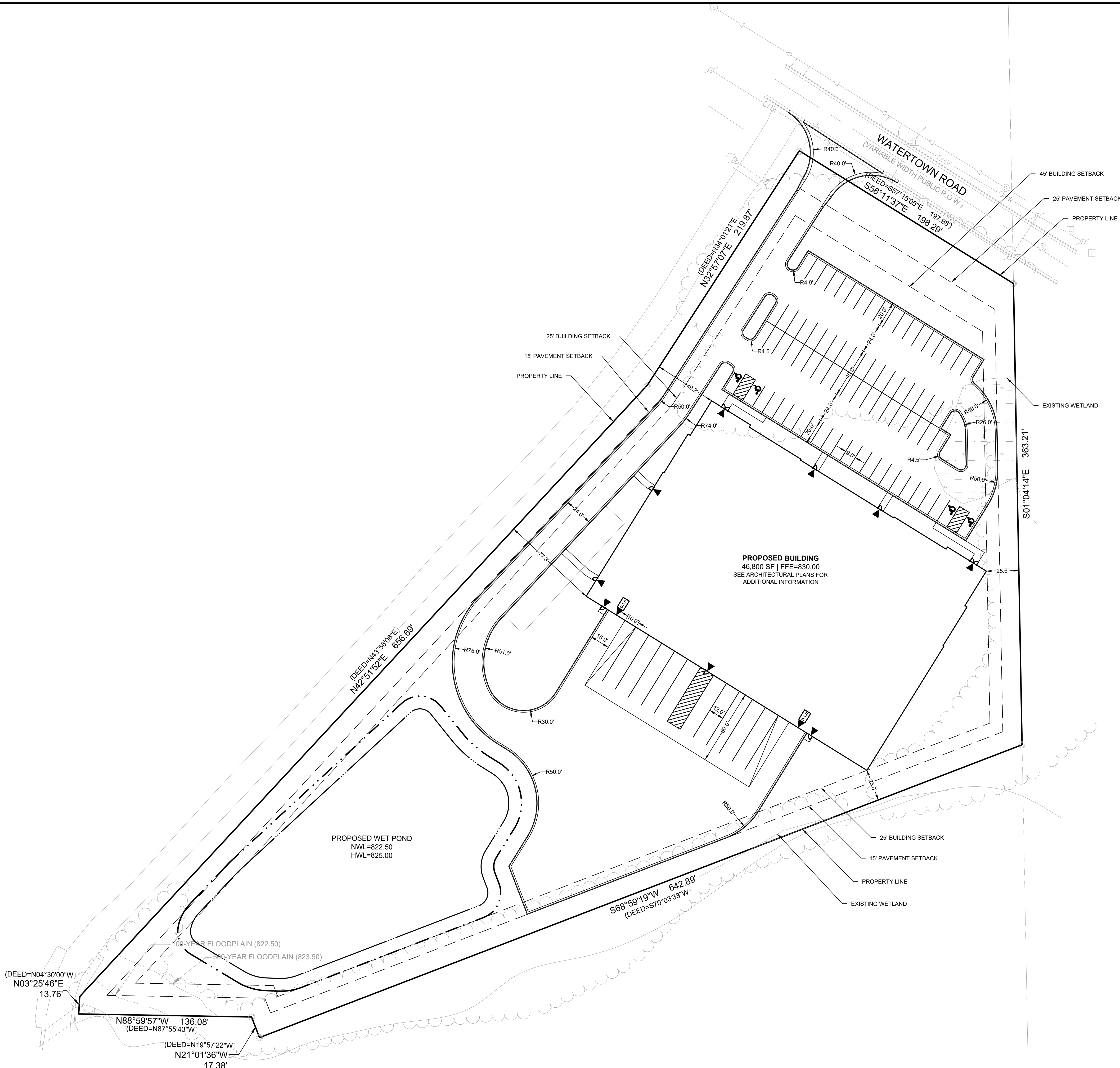
The current zoning for single-family would restrict development of the site. It is highly unlikely that a single-family developer would find it financially feasible to pay the market rate for the site and speculate on the appeal of the site for home ownership between the GE training center, the multi-family use across Watertown Road, and the nearby industrial and distribution users to the east.

The M-2 Limited Industrial District provides the flexibility for Irgens to attract a suitable user for this location and create property values that are commensurate with the location and proximity to the interstate. It is our intention, should we be granted the rezoning request, to aggressively market the site and submit an appealing set of final site development and building plans for review by the City Plan Commission and Council in the first half of 2023.

The Comprehensive Master Plan for the city of Pewaukee calls for office development at this site. The site has remained vacant for many years without an office user coming forward for this location despite marketing efforts and listings. To our knowledge, adjacent locations have not attracted much interest in office use either.

It is our intention that the façade of the building to be developed facing Watertown Road will have architectural attributes of office use, while providing the practical efficiencies of light industrial in a balanced way. The receiving and shipping functions will be located to the south of the building.

DESIGNED: DCC  
DRAFTED: DCC  
REVIEWED: MAC  
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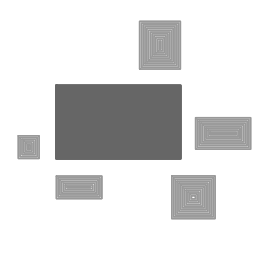


### INDEX OF SHEETS

|     |                                          |
|-----|------------------------------------------|
| C-1 | REZONING & MASTER PLAN AMENDMENT EXHIBIT |
| C-2 | GRADING PLAN                             |

### SITE DATA TABLE

|                       |                                           |
|-----------------------|-------------------------------------------|
| EXISTING ZONING:      | RS-1 SINGLE-FAMILY RESIDENTIAL DISTRICT   |
| PROPOSED ZONING:      | M-2 LIMITED INDUSTRIAL DISTRICT           |
| TOTAL SITE AREA:      | 234,491 SF (5.38 AC)                      |
| OPEN SPACE AREA:      | 119,459 SF (2.74 AC) 50.9%                |
| PROPOSED CAR PARKING: | 79 SPACES (4 A.D.A.)                      |
| FUTURE CAR PARKING:   | 13 SPACES                                 |
| PROPOSED TRUCK DOCKS: | 10 SPACES                                 |
| REQUIRED PARKING:     | 1 SPACE / 2 EMPLOYEES IN A 12 HOUR PERIOD |



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BROOKFIELD, WI 53186  
(262) 754-8888  
CHICAGO | MILWAUKEE | NATIONWIDE

## FOX RUN CENTER

PEWAUKEE, WI

### REZONING & MASTER PLAN AMENDMENT EXHIBIT

#### REVISIONS

|   |   |   |   |
|---|---|---|---|
| — | — | — | — |
| — | — | — | — |
| — | — | — | — |
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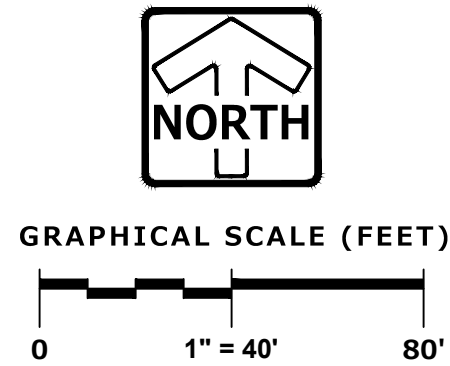
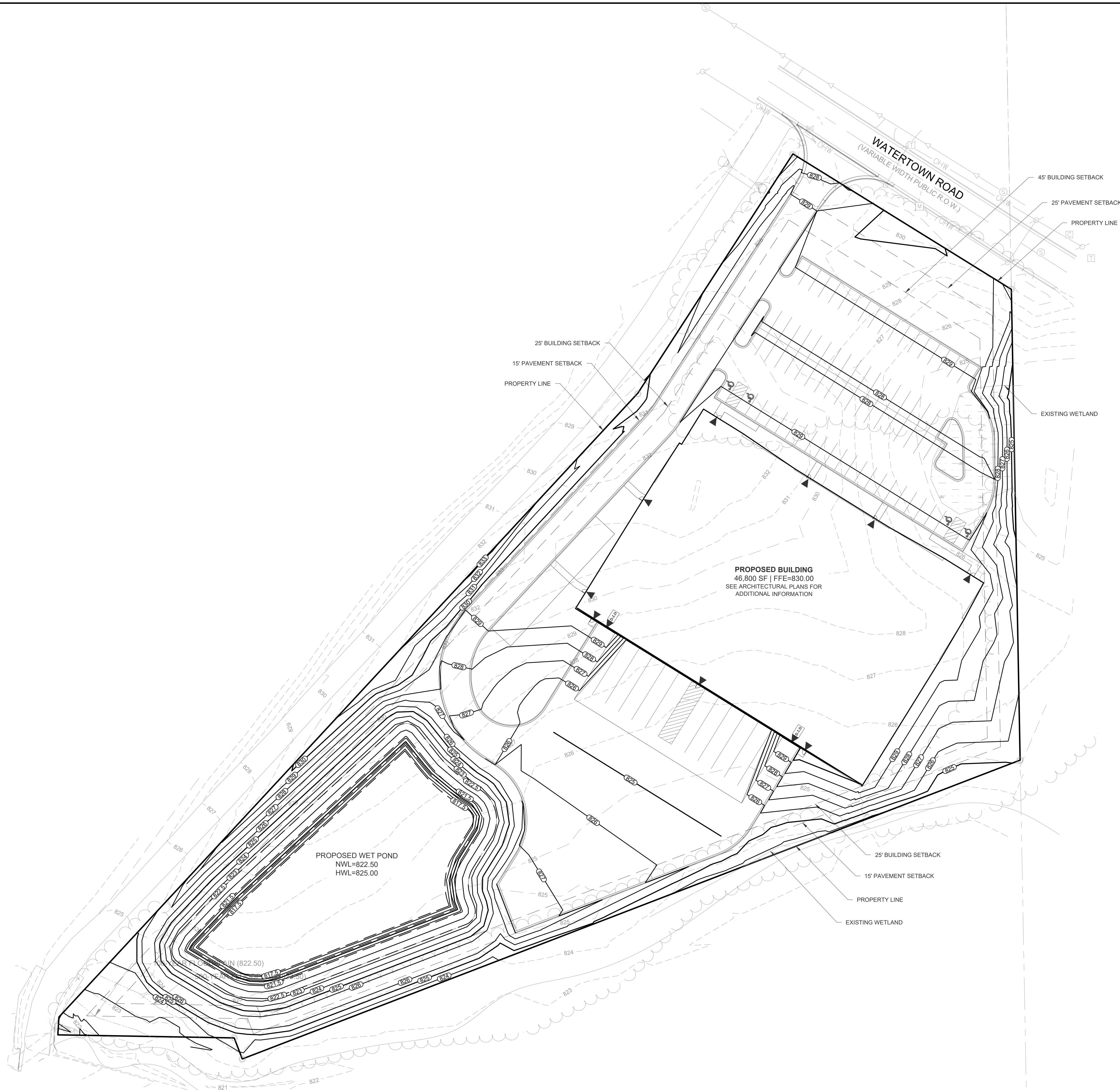
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|-------------|---------|
| REG JOB NO. | 2757.00 |
| REG PM      | MAC     |
| START DATE  |         |
| SCALE       |         |

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|-------|-----|
| SHEET | C-1 |
|       | C-2 |

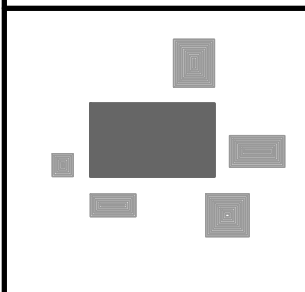


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DRAFTED: DCC  
DESIGNED: DCC  
REVIEWED: MAC



| LEGEND |                                              |
|--------|----------------------------------------------|
|        | STORM SEWER MANHOLE                          |
|        | STORM SEWER CATCH BASIN- ROUND CASTING       |
|        | STORM SEWER CATCH BASIN- RECTANGULAR CASTING |
|        | PROPOSED CONCRETE FLARED END SECTION         |
|        | PROPOSED CONTOUR                             |
|        | SPOT ELEVATION                               |
|        | DIRECTION OF SURFACE FLOW                    |
|        | DITCH OR SWALE                               |
|        | DIVERSION SWALE                              |
|        | OVERFLOW RELIEF ROUTING                      |
|        | CONCRETE SIDEWALK                            |
|        | CURB AND GUTTER                              |
|        | DEPRESSED CURB                               |
|        | REVERSE PITCH CURB & GUTTER                  |
|        | EDGE OF PAVEMENT                             |
|        | FINISHED FLOOR ELEVATION                     |
|        | TOP OF SIDEWALK                              |
|        | YARD GRADE                                   |



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BROOKFIELD, WI 53186  
(262) 754-8888  
CHICAGO | MILWAUKEE | NATIONWIDE

# FOX RUN CENTER

## PEWAUKEE, WI

### GRADING PLAN

| REVISIONS |  |
|-----------|--|
|           |  |
|           |  |
|           |  |

|                            |            |                                   |
|----------------------------|------------|-----------------------------------|
| REG JOB No. <b>2757.00</b> | MAC        | SHEET<br><b>C-2</b><br><b>C-2</b> |
| REG PM                     | START DATE |                                   |
| SCALE                      | SCALE      |                                   |



IRGENS  
PEWAUKEE, WISCONSIN

FOX RUN CENTER

PROJECT DATA

APPLICABLE CODES:  
2015 IBC - INTERNATIONAL BUILDING CODE WITH WISCONSIN AMENDMENTS  
2015 IBC - INTERNATIONAL EXISTING BUILDING CODE

BUILDING CLASSIFICATION:

CONSTRUCTION CLASSIFICATION:

TENANT IMPROVEMENTS:

EGRESS:

EXISTING BUILDING DATA:

GENERAL NOTES

1. DO NOT SCALE DRAWINGS.

2. CONTRACTOR SHALL FIELD VERIFY AND BECOME THOROUGHLY FAMILIAR WITH ALL CONDITIONS AND DIMENSIONS.

3. EACH CONTRACTOR SHALL REVIEW AND COMPLETE PLANS FOR RELATED WORK.

4. ALL WORK SHALL BE IN COMPLIANCE WITH STATE AND LOCAL CODES FOR RESPECTIVE TRADES.

SHEET INDEX

GENERAL

TI

TITLE SHEET

ARCHITECTURAL

A1.1

A3.1

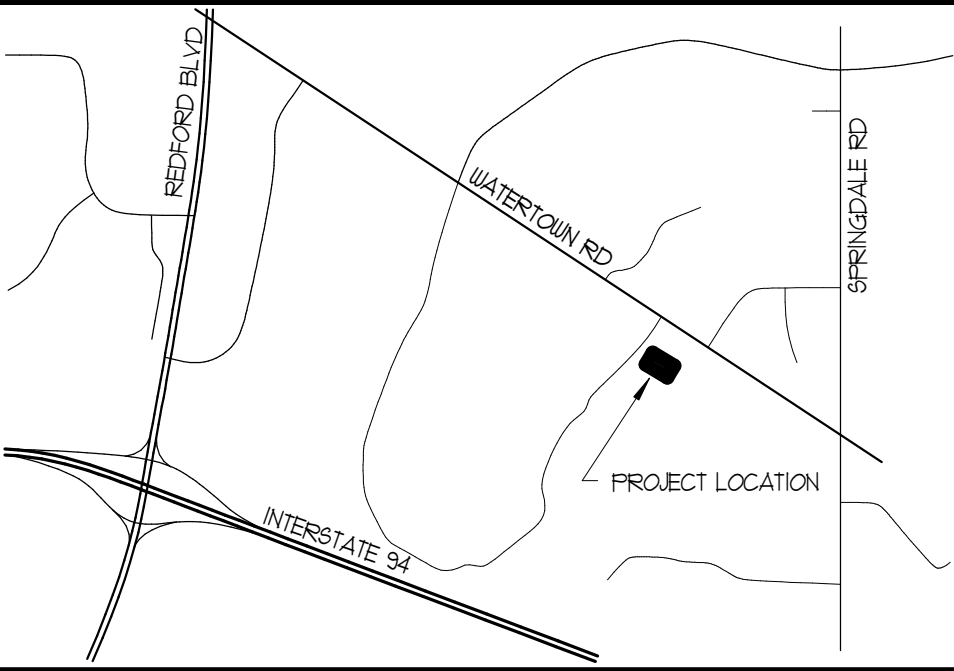
A4.1

SITE PLAN

OVERALL FLOOR PLAN

EXTERIOR ELEVATIONS

LOCATION MAP



CLIENT:

IRGENS  
833 EAST MICHIGAN STREET, SUITE 400  
MILWAUKEE, WISCONSIN 53202  
PHONE: 414.443.2594  
ATTN: ANDY PALEC

ARCHITECT:

  
PARTNERS IN DESIGN ARCHITECTS  
2610 LAKE COOK ROAD, SUITE 280  
RIVERWOODS, ILLINOIS 60015  
PHONE: 847.940.0300  
ATTN: WERNER BRISKE, AIA  
OR ERIC ORTEGA

CIVIL ENGINEER

  
PINNACLE ENGINEERING GROUP  
18850 W. BLUEMOUND ROAD, SUITE 210  
BROOKFIELD, WISCONSIN 53005  
PHONE: 262.754.8888  
ATTN: MATTHEW CAREY

| ABBREVIATIONS |                                       |           |                                        |
|---------------|---------------------------------------|-----------|----------------------------------------|
| ALT           | ALTERNATE                             | HM        | HOLLOW METAL                           |
| AVE           | ARCHITECT/ENGINEER                    | HT        | HEIGHT                                 |
| ABF           | ABOVE FINISH FLOOR                    | HW        | HOT WATER                              |
| ALUM          | ALUMINUM                              | INT       | INTERIOR                               |
| BD            | BOARD                                 | INS       | INSULATION                             |
| B/O           | BOTTOM OF                             | JT        | JOINT                                  |
| CPT           | CARPET                                | LAV       | LAVATORY                               |
| CL            | CENTER LINE                           | MFR       | MANUFACTURER                           |
| CLG           | CEILING                               | MIN       | MINIMUM                                |
| CJ            | CONTROL JOINT                         | MO        | MASONRY OPENING                        |
| CMU           | CONCRETE MASONRY UNIT                 | MTL       | METAL                                  |
| CONC          | CONCRETE                              | NIC       | NOT IN CONTRACT                        |
| CONTINUOUS    |                                       | NTS       | NOT TO SCALE                           |
| CO            | CLEAN OUT                             | OC        | ON CENTER                              |
| CW            | COLD WATER                            | OFCI      | OWNER FURNISHED, CONTRACTOR TO INSTALL |
| CT            | CERAMIC TILE                          | OPP       | OPPOSITE                               |
| DEBL          | DOUBLE                                | PLYUD     | PLYWOOD                                |
| DF            | DRINKING FOUNTAIN                     | FL        | PLASTIC LAMINATE                       |
| DIA           | DIAMETER                              | PL        | PLATE                                  |
| DIM           | DIMENSION                             | PT        | PORCELAIN TILE                         |
| DN            | DOWN                                  | QT        | QUARRY TILE                            |
| DR            | DOOR                                  | REQ'D     | REQUIRED                               |
| PS            | DOWNSPOUT                             | RO        | ROUGH OPENING                          |
| DTL           | DETAIL                                | SHT       | SHEET                                  |
| DWG           | DRAWING                               | SV        | SHEET VINYL                            |
| EA            | EACH                                  | SH        | SIMILAR                                |
| EIPS          | EXTERIOR INSULATION AND FINISH SYSTEM | SS        | SOLID SURFACE                          |
| EL            | ELEVATION                             | ST        | STAINLESS STEEL                        |
| EJ            | EXPANSION JOINT                       | STD       | STANDARD                               |
| EQ            | EQUAL                                 | SAT       | SUSPENDED ACOUSTIC TILE                |
| EQUIP         | EQUIPMENT                             | CEILING   |                                        |
| EXIST         | EXISTING                              | TBD       | TO BE DETERMINED                       |
| EXT           | EXTERIOR                              | TEMPORARY |                                        |
| ELIC          | ELECTRIC WATER COOLER                 | T/O       | TOP OF                                 |
| FEC           | FIRE EXTINGUISHER CABINET             | T&G       | TONGUE AND GROOVE                      |
| FIN           | FINISH                                | TYP       | TYPICAL                                |
| FD            | FLOOR DRAIN                           | UNO       | UNLESS NOTED OTHERWISE                 |
| FLR           | FLOOR                                 | VCT       | VINYL COMPOSITION TILE                 |
| FRP           | FIBERGLASS REINFORCED PLASTIC         | VB        | VINYL BASE                             |
| GA            | GAUGE                                 | VF        | VERIFY IN FIELD                        |
| GALV          | GALVANIZED                            | WD        | WOOD                                   |
| GYP BD        | GYP SUM BOARD                         | WUF       | WELDED WIRE FABRIC                     |



Partners in Design  
ARCHITECTS

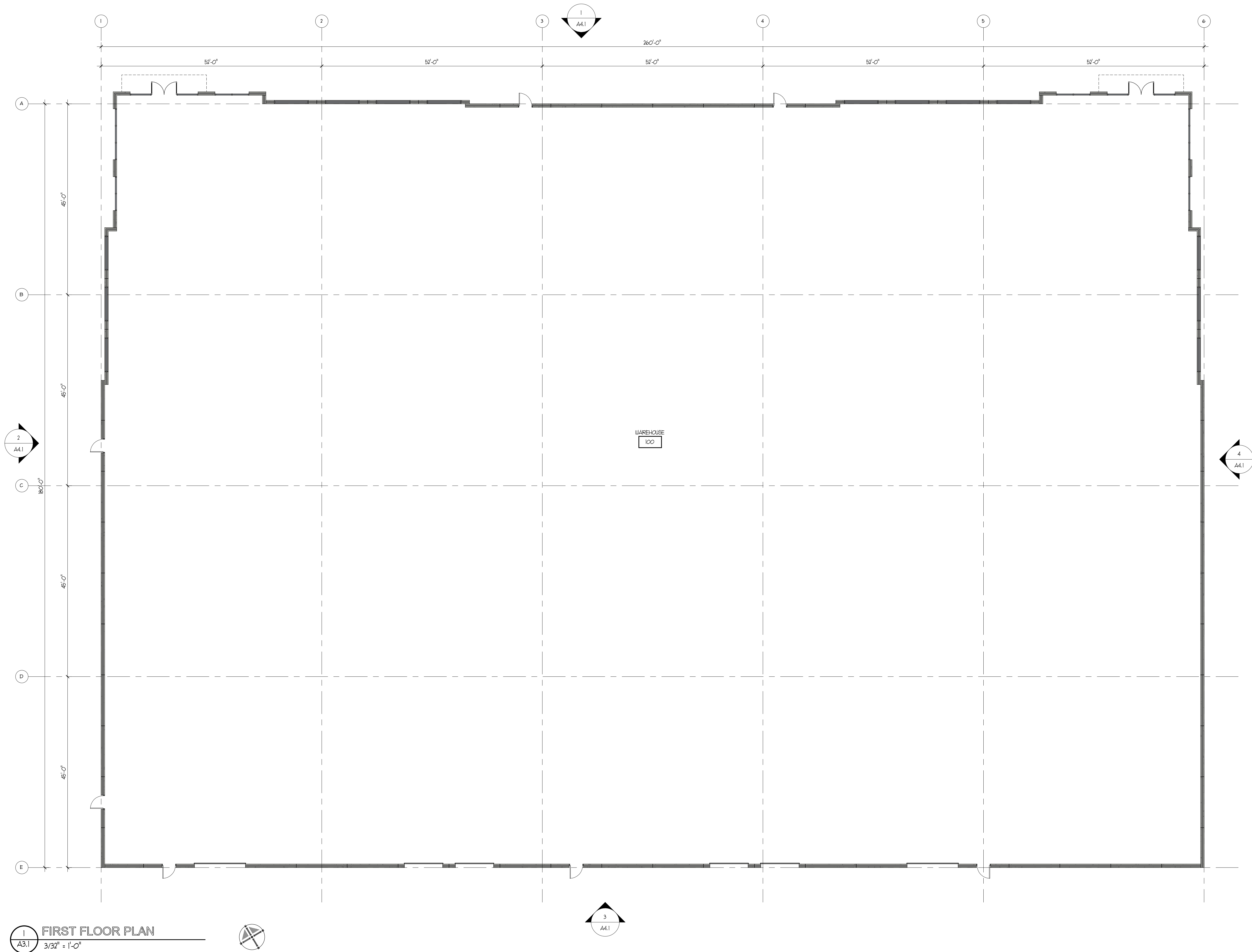
FOX RUN CENTER  
PROJECT NUMBER:  
636.22.113

SITE PLAN SUBMITTAL  
ISSUE DATE: OCTOBER 3, 2022

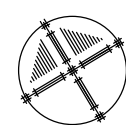






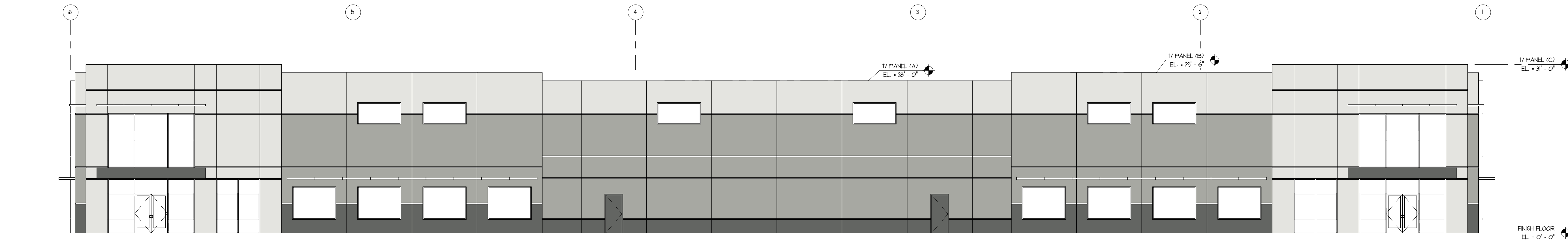


1 FIRST FLOOR PLAN  
A3.1 3/32" = 1'-0"

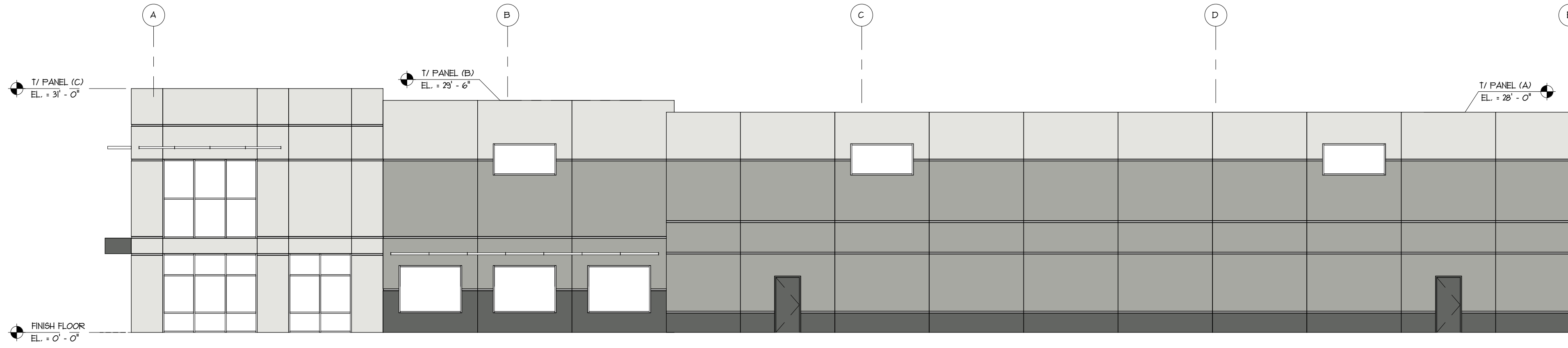


|                                                                                  |                                  |
|----------------------------------------------------------------------------------|----------------------------------|
| REVISIONS                                                                        |                                  |
|                                                                                  |                                  |
|                                                                                  |                                  |
|                                                                                  |                                  |
|                                                                                  |                                  |
| FOX RUN CENTER<br>N15 W 22261 Watertown Road, Pewaukee, WI<br>OVERALL FLOOR PLAN |                                  |
| 2610 Lake Cook Road<br>Suite 280<br>Riverwoods, IL 60015<br>Ph: (847)940-0300    | Partners in Design<br>ARCHITECTS |
| PROJECT NO:<br>636.22.113                                                        | DATE:<br>10.03.22                |
| DRAWN BY:<br>EEO                                                                 | CHECKED BY:<br>W-H               |
| SHEET NO:<br>A3.1                                                                |                                  |

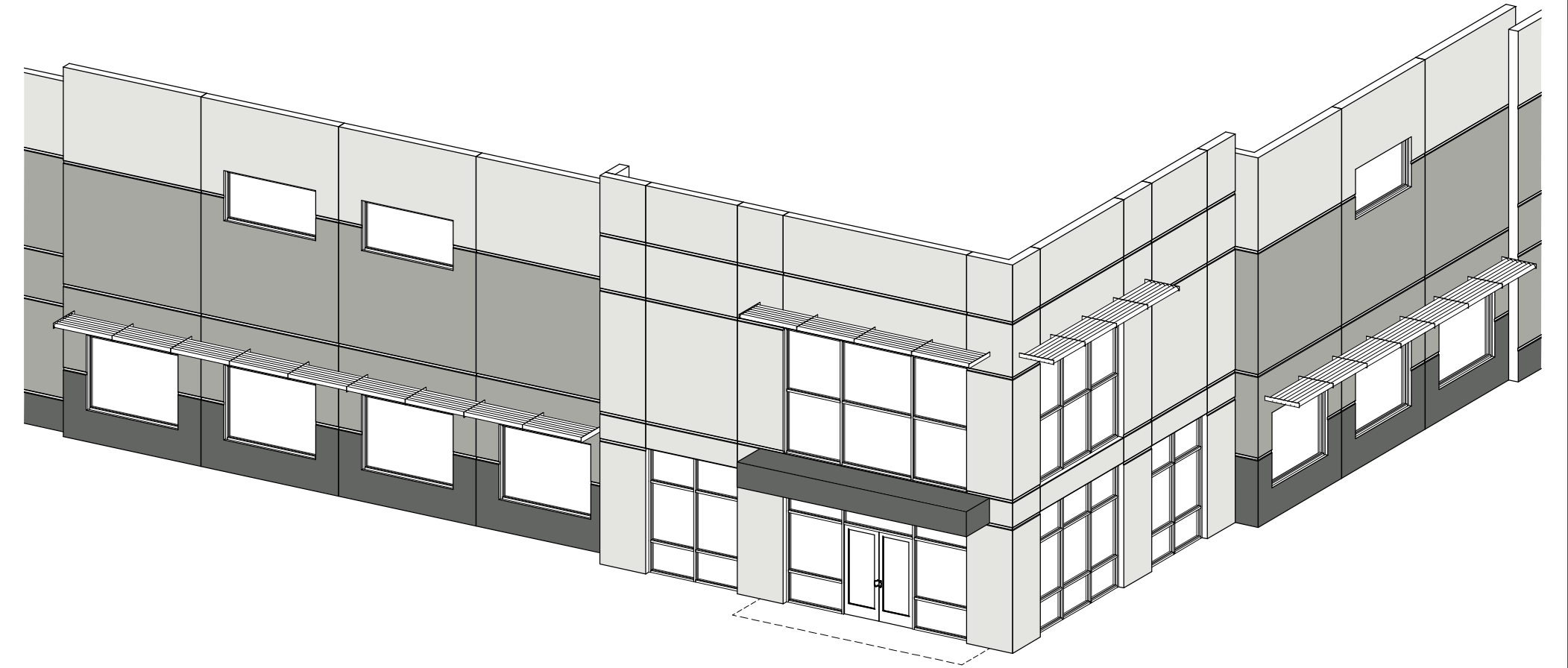




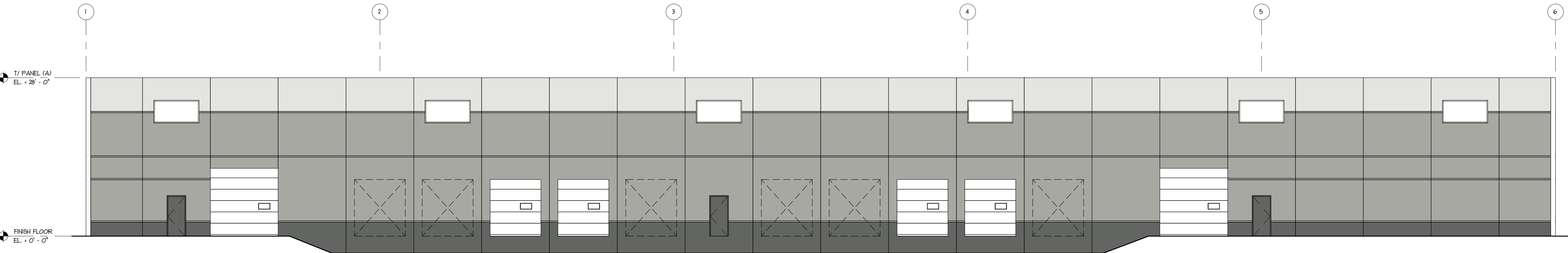
1 NORTH ELEVATION  
A4.1 1" = 10'-0"



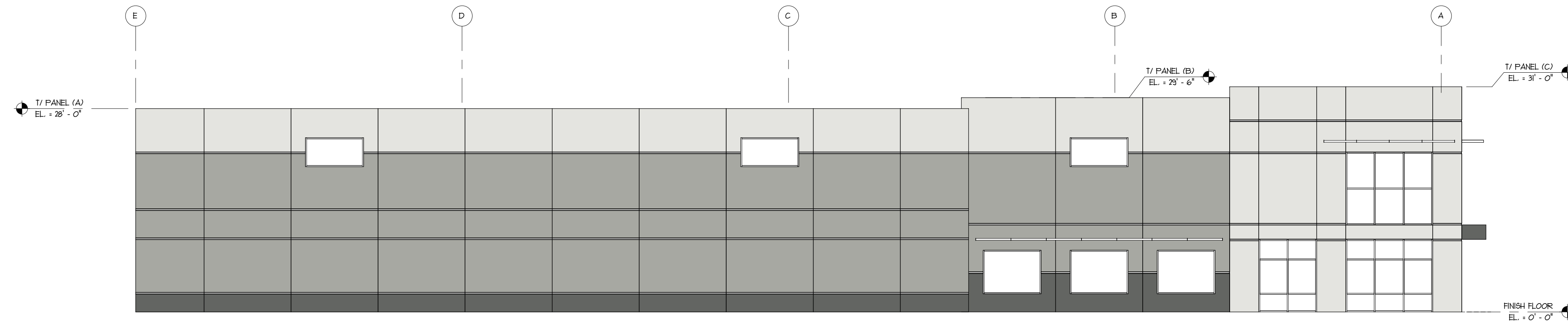
2 WEST ELEVATION  
A4.1 1" = 10'-0"



5 NW CORNER  
A4.1



3 SOUTH ELEVATION  
A4.1 1" = 10'-0"



4 EAST ELEVATION  
A4.1 1" = 10'-0"

REVISIONS:

FOX RUN CENTER  
N15 W 22261 Watertown Road, Pewaukee, WI  
EXTERIOR ELEVATIONS

2610 Lake Cook Road  
Suite 280  
Riverwoods, IL 60015  
Ph: (847)940-0300

Partners in Design  
ARCHITECTS



PROJECT NO.:  
636.22.113  
DRAWN BY: EEO CHECKED BY: WJB  
DATE: 10.03.22  
SHEET NO.:

A4.1

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

**DATE:** November 21, 2022

**DEPARTMENT:** Planning

**PROVIDED BY:**

***SUBJECT:***

**PUBLIC HEARING,** Discussion and Possible Action Regarding a Conditional Use Permit for **CFR Engines** for the Property Located at N8 W22577 Johnson Drive (PWC 0963-999-030) for the Purpose of Constructing a 7,100 Square Foot Building Addition and a 500 Square Foot Chemical Storage Building and Allowing the Storage of Flammable Materials and Substances [Fuchs]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

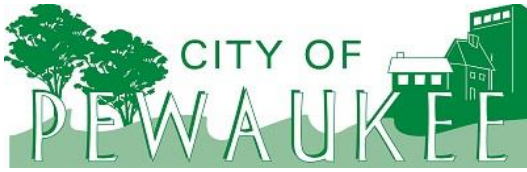
CFR Engines staff report 11.17.22

CFR Engines narrative

CFR Engines site & building plans

CFR Engines hazardous materials

CFR Engines draft Conditional Use Permit



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

## REPORT TO THE PLAN COMMISSION

Meeting of November 17, 2022

---

**Date:** November 9, 2022

**Project Name:** Conditional Use Permit and Site & Building Plan Review

**Project Address/Tax Key No.:** N8W22577 Johnson Drive/PWC 0963999030

**Applicant:** Briohn Building Corporation

**Property Owner:** CFR ENGINES INC

**Current Zoning:** M-4 Industrial Park

**2050 Land Use Map Designation:** Manufacturing/Fabrication/Warehousing

**Use of Surrounding Properties:** M-4 to the north, west, and south and M-2 to the east

---

### **Project Description/Analysis:**

The applicant filed a Conditional Use Permit and Site & Building Plan Review applications to expand the existing warehouse as well as create a training/conference room, storage building for chemicals, additional parking, and a new patio and trash enclosure on their existing property located at N8W22577 Johnson Drive.

The subject property has an area of approximately 3.53 acres and currently consists of a 22,765 square foot warehouse featuring an at grade overhead door, two loading docks, 38 parking spaces, 500 square foot chemical storage container, and 576 square foot patio. The property is zoned M-4 Industrial Park District and is designated as Manufacturing/Fabrication/Warehousing on the City's Year 2050 Land Use/Transportation Plan map.

### **Conditional Use Permit**

The applicant is seeking a Conditional Use Permit for the utilization of a proposed chemical storage building. The M-4 Industrial Park District refers to the M-1, M-2, & M-3 uses, which allows for the storage of chemicals as a conditional use upon approval by the Plan Commission and Fire Chief. Chief Bierce has reviewed the chemical list and has no objections.

### **Site Plan**

The applicant is proposing a 6,100 square foot warehouse addition which includes two new at grade overhead doors, a 3,000 square foot training/conference room, a 500 square foot pre-fabrication chemical storage container, a 495 square foot patio, and an 843 square foot trash enclosure<sup>1</sup>. The existing split face CMU will be used on the proposed warehouse addition, training/conference room, and pre-fabrication chemical storage container.

---

<sup>1</sup> At the request of the applicant, as they wanted to begin construction, staff reviewed and approved the trash enclosure separately as a minor site amendment.

The proposed plans also include adding 16 additional parking spaces. All parking spaces are 9' wide by 20' long (180 square feet), which complies with the City's parking standards. In addition, the proposed plans include a new concrete entry sidewalk, new landscape island, new light poles, and a new flagpole with up-lighting.

The subject development complies with all the M-4 District development standards. The proposed structures will result in approximately 45.4% greenspace, which meets with the required 40% minimum greenspace standard of the City's Zoning Code.

The Landscape Plan consists of 10 Evergreen Trees, 2 Deciduous Trees, and 25 Deciduous Shrubs. An existing Maple Tree currently located where the training/conference room will be transplanted to behind the dumpster enclosure. The Landscape Plan proposes shading around the west side of the dumpster enclosure. The parking lot landscape island will have the similar types and species of plantings as the existing.

The Lighting Plan consists of parking lot lighting, building lighting, and ground lighting. The parking lot lighting includes a light pole in each of the three landscape islands. The light poles have a peak height of 17-feet and are installed on a 2-foot base. The lights also include dimmable fixtures.

Two wall mounted fixtures will be affixed to the building, 12-feet above grade, on the east side of the warehouse addition. One wall mounted light fixture will be placed 10-feet high on the east wall overlooking the patio and one canopy light will be placed on the front canopy to the training/conference room. Lastly, three in-ground lights will be located at the base of the proposed flagpole by the training/conference room entrance. Light levels are 0-0.1 footcandles at the property lines.

**Recommendation:**

A motion to approve the Conditional Use Permit and Site & Building Plan Review Application submitted by Briohn Building Corporation for the property located at N8W22577 Johnson Dr.





# BRIOHN BUILDING CORPORATION

September 22, 2022

Applicant's Contact Person:  
Briohn Building Corporation  
c/o Caitlin LaJoie  
3885 N. Brookfield Road, Suite 200  
Brookfield, Wisconsin 53045  
(262) 790-0500

Property Owner:  
CFR Engines  
N8W22577 Johnson Drive | Pewaukee, WI 53186  
O: 262-501-5998  
[CFR Engines](#)

RE: Application for Site and Building Plan Review of Proposed 9,600 SF Addition at  
N8W22577 Johnson Drive, City of Pewaukee, Wisconsin.

To Whom It May Concern:

Please accept this narrative in connection with the proposed project referenced  
above for Site and Building Plan Review by the City of Pewaukee.

Current Zoning District:  
M-4 Industrial Park District

Description of Existing Environmental Features:  
Parcel is bound by Johnson Drive to the north, industrial uses to the east, Badger  
Wire to the south, and Larke Machine to the west. WDNR website shows no  
delineated wetlands on site and no environmental corridors.  
The property is relatively flat with a slope along the southern property line.

Site Data:  
Total area is 153,755 SF  
Existing Impervious: 63,901 SF | Proposed Impervious: 83,922 SF (54.6%)  
Existing Open Area: 90,664 SF | Proposed Open Area: 69,833 SF (45.4%)  
Net Impervious: 20,021 SF  
Total Parking: 54 total spaces (38 existing + 16 new)

Green space ratio:  
Based on the impervious areas noted above, we are indicating a final green space of  
69,833 SF/45.4% which is greater than the 40% Minimum Green Space required per  
ordinance.

DESIGN / BUILD  
CONSTRUCTION

ARCHITECTURAL  
DESIGN

DEVELOPMENT

PROPERTY  
MANAGEMENT



**Storm Water Management:**

Storm water management and NOI are not required for this addition as the disturbed area (37,029 SF) is less than one acre.

**Exterior Building Materials and Landscape:**

We propose to construct an addition complementary to the existing building elevations. See building elevations for preliminary material concepts. The landscape design will meet or exceed the ordinance requirement, adequately screen the building from view and enhance the outdoor patio area.

**Proposed Use:**

The addition will be used to expand the existing warehouse, create a training/conference room, and chemical storage building. Separately, a new trash enclosure was submitted to the City for approval at staff level.

**Project Schedule:**

We intend to proceed with this project as the pace of municipal approval allows. We are scheduled to submit for state plan review in October 2022, then intend to submit for building permit and engineering final reviews immediately afterward. We anticipate this would have us receiving permits and starting construction at the beginning of December 2022.

We look forward to receiving feedback and collaborating with the City on this proposed development. Please let me know if clarification is needed or there are additional questions.

Thank you,

Caitlin LaJoie  
Director of Land Development  
[clajoie@briohn.com](mailto:clajoie@briohn.com)  
262-790-0500



PROPOSED ADDITION FOR:

CFR ENGINES, INC.

N8 W 22577 JOHNSON DR  
PEWAUKEE, WISCONSIN 53186



JOHNSON DRIVE PERSPECTIVE

PLAN COMMISSION SET  
SEPTEMBER 22, 2022

NOTE:  
ALL MECHANICAL, ELECTRICAL,  
PLUMBING AND FIRE SPRINKLER  
ENGINEERING BY DESIGN-BUILD  
CONTRACTORS

OWNER :

CFR ENGINES, INC.

TEDD ZEBROWSKI

N8 W22577 JOHNSON DR

PEWAUKEE, WI 53186

(262) 501-5998 PHONE

GENERAL CONTRACTOR :

BRIOHN BUILDING CORPORATION

JOE ZANOTTI

3885 N. BROOKFIELD RD., SUITE 200

BROOKFIELD, WISCONSIN 53045

(262) 790-0500 PHONE

(262) 790-0505 FAX

ARCHITECT :

BRIOHN DESIGN GROUP LLC

DOMENICO FERRANTE, AIA

3885 N. BROOKFIELD RD., SUITE 200

BROOKFIELD, WISCONSIN 53045

(262) 790-0500 PHONE

(262) 790-0505 FAX

STRUCTURAL ENGINEER:

BRIOHN DESIGN GROUP LLC

CHRIS CLINE, PE

3885 N. BROOKFIELD RD., SUITE 200

BROOKFIELD, WISCONSIN 53045

(262) 790-0500 PHONE

(262) 790-0505 FAX

CIVIL ENGINEER:

CJ ENGINEERING

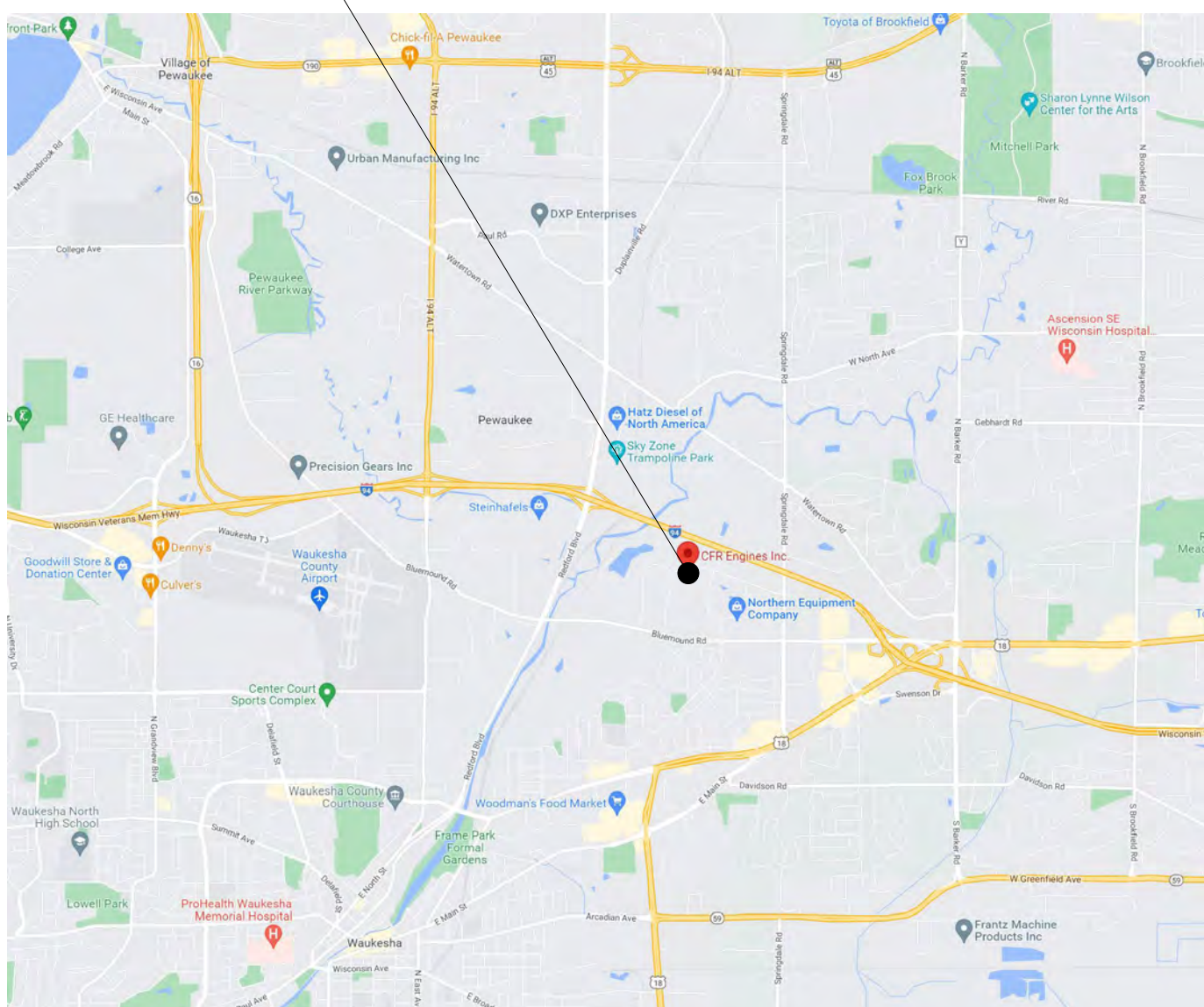
CHRIS JACKSON, P.E.

9205 W. CENTER ST, SUITE 214

MILWAUKEE, WISCONSIN 53222

(414) 443-1312 PHONE

PROJECT LOCATION:



PROJECT INFORMATION:

BUILDING CODE:

2015 INTERNATIONAL BUILDING CODE WITH WISCONSIN AMENDMENTS SPS 362

2015 INTERNATIONAL EXISTING BUILDING CODE WITH WISCONSIN AMENDMENTS SPS 366

ACCESSIBILITY CODE:

2015 INTERNATIONAL BUILDING CODE WITH WISCONSIN AMENDMENTS SPS 362

2009 ICC/ANSI A117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES

ENERGY CODE:

2015 IECC INTERNATIONAL ENERGY CONSERVATION CODE WITH WISCONSIN AMENDMENTS SPS 363

MECHANICAL CODE:

2015 INTERNATIONAL MECHANICAL CODE WITH WISCONSIN AMENDMENTS SPS 364

PLUMBING CODE:

2014 WISCONSIN PLUMBING CODE SPS 381-387

ELECTRICAL CODE:

2011 NFPA 70 NATIONAL ELECTRICAL CODE WITH WISCONSIN AMENDMENTS SPS316

FIRE CODE:

SPS 314 FIRE PREVENTION

OCCUPANCY:

|           |                                          |
|-----------|------------------------------------------|
| PRIMARY   | B (OFFICE/BUSINESS)                      |
| SECONDARY | S-1 (MODERATE HAZARD STORAGE)            |
|           | F-1 (MODERATE HAZARD FACTORY INDUSTRIAL) |
|           | H-3 (HIGH HAZARD STORAGE)                |

ZONING:

M-4 INDUSTRIAL PARK

CLASS OF CONSTRUCTION:

TYPE 2B

SPRINKLER SYSTEM:

NFPA13

FLOOR LEVELS:

1

NUMBER OF STORIES

1

BUILDING AREA:

|                    |                                              |
|--------------------|----------------------------------------------|
| EXISTING FOOTPRINT | 23,894 SF                                    |
| ADDITION           | 9,186 SF (+500 SF CHEMICAL STORAGE BUILDING) |
| TOTAL              | 33,580 SF                                    |

PARKING:

|                   |                                                                                 |
|-------------------|---------------------------------------------------------------------------------|
| EXISTING PARKING  | 38 CAR PARKING STALLS (2 HC STALLS)                                             |
| ADDITIONAL STALLS | + 14 CAR PARKING STALLS (TOTAL 54 STALLS)<br>(INCLUDING 2 ADDITIONAL HC STALLS) |

| SHEET INDEX       |                                    |
|-------------------|------------------------------------|
| Sheet Number      | Sheet Name                         |
| 0 - GENERAL       |                                    |
| T1.1              | TITLE SHEET - BUILDING ADDITION    |
| 12.0 RENDERS      |                                    |
| 1 - CIVIL         |                                    |
| C1.0              | SITE PLAN                          |
| C2.0              | GRADING AND UTILITY PLAN           |
| C3.0              | EROSION CONTROL PLAN               |
| C4.0              | FIRE DEPARTMENT ACCESS PLAN        |
| 2 - LANDSCAPING   |                                    |
| L1.0              | OVERALL LANDSCAPE PLAN             |
| L1.1              | ENLARGED LANDSCAPE PLAN            |
| L1.2              | LANDSCAPE NOTES & DETAILS          |
| 4 - ARCHITECTURAL |                                    |
| A0.1              | SITE PLAN - BUILDING ADDITION      |
| A1.0              | OVERALL FLOOR PLAN                 |
| A4.0              | ROOF PLAN                          |
| A5.0              | EXTERIOR ELEVATIONS                |
| A5.1              | ENLARGED EXTERIOR ELEVATIONS       |
| 7 - ELECTRICAL    |                                    |
| E1.0              | EXTERIOR PHOTOMETRIC LIGHTING PLAN |
| E2.0              | EXTERIOR LIGHTING CUT SHEETS       |

BRIOHN

DESIGN GROUP  
3885 N. BROOKFIELD ROAD, SUITE 200  
BROOKFIELD, WISCONSIN 53045-1900  
(262) 790-0500 PHONE  
(262) 790-0505 FAX

SHEET TITLE

TITLE SHEET - BUILDING  
ADDITION

CFR ENGINES ADDITION  
CFR ENGINES, INC.  
N8 W22577 JOHNSON DR  
PEWAUKEE, WI 53186

|          |  |
|----------|--|
| Revision |  |
| Date     |  |

JOB: 3245

DRAWN: NS

CHECKED: DF

DATE: 09/22/2022

SHEET:

T1.1

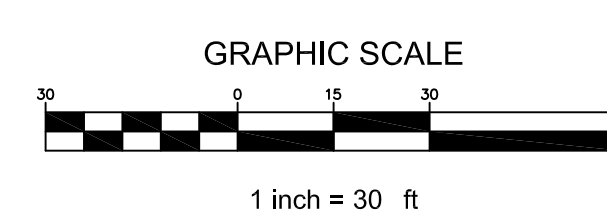






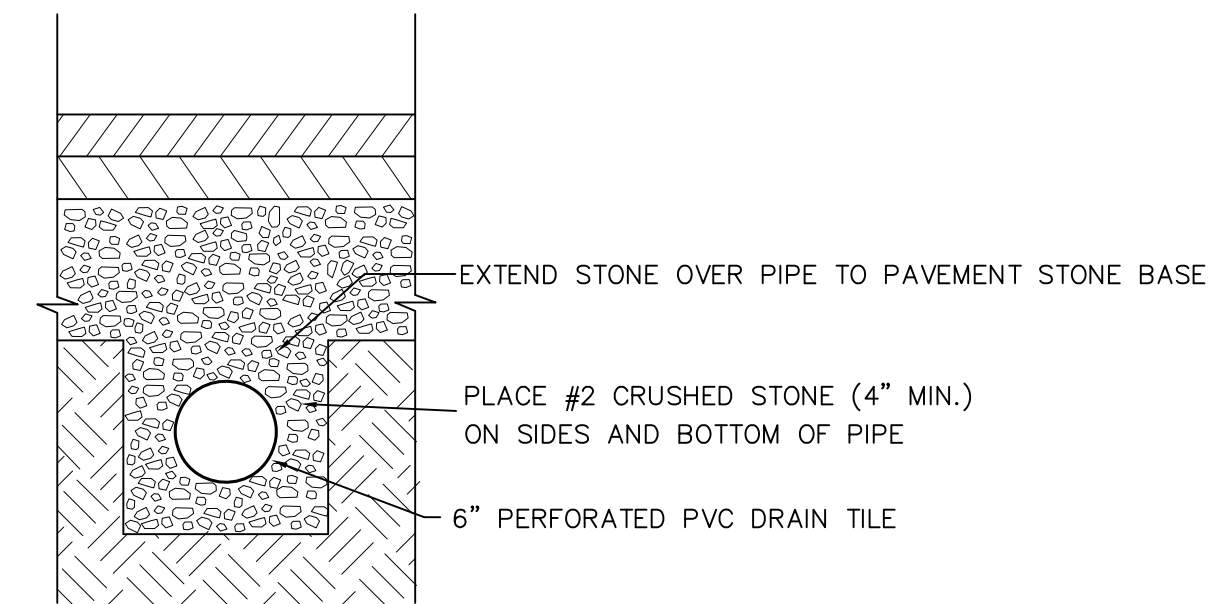
N8 W22577 JOHNSON DR. PEWAUKEE, WISCONSIN

CJE NO.: CJE2226R3  
SEPTEMBER 21, 2022

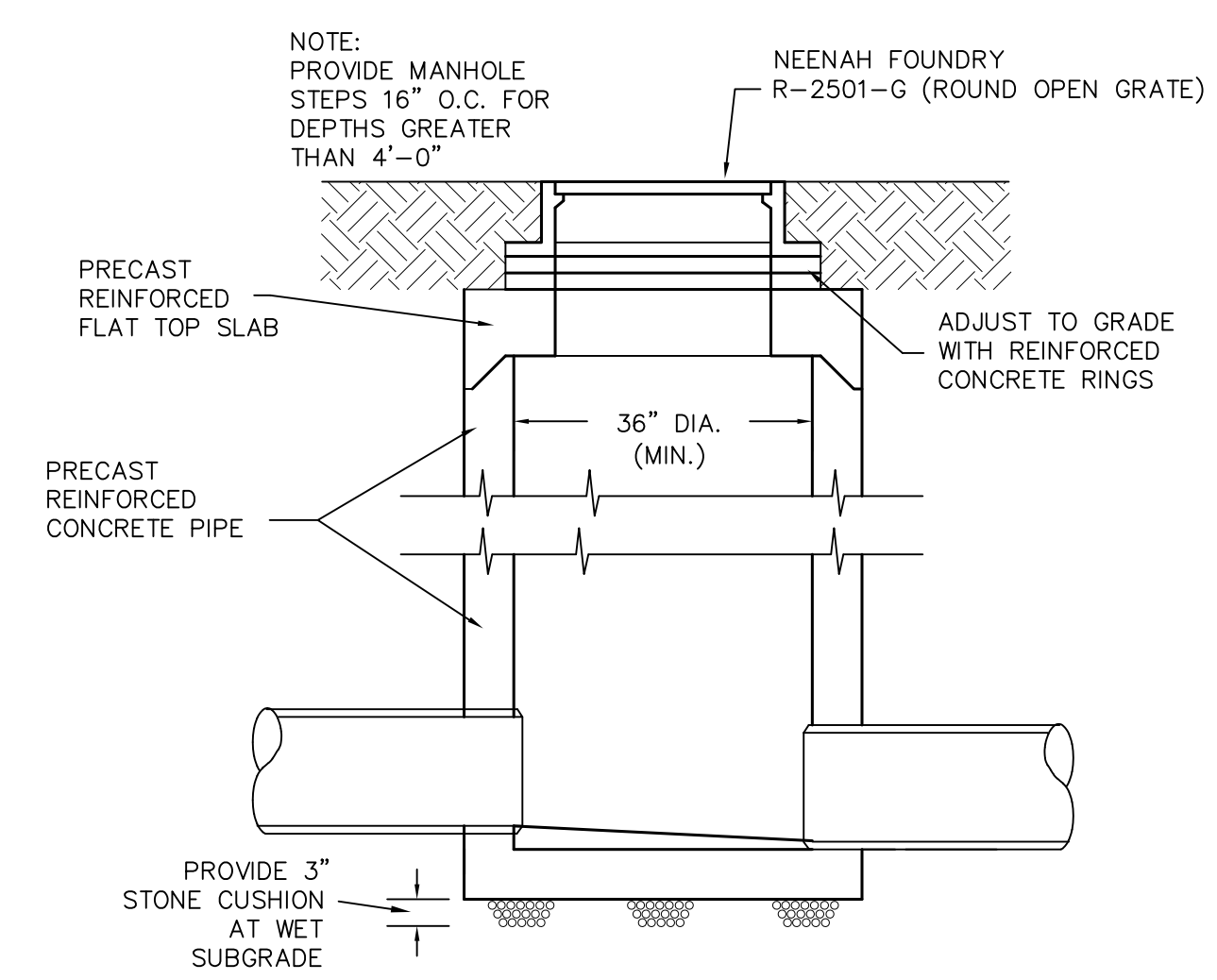


# C1.0





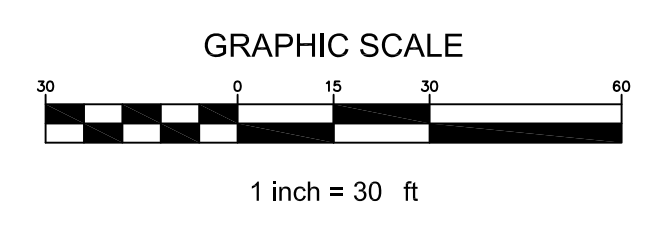
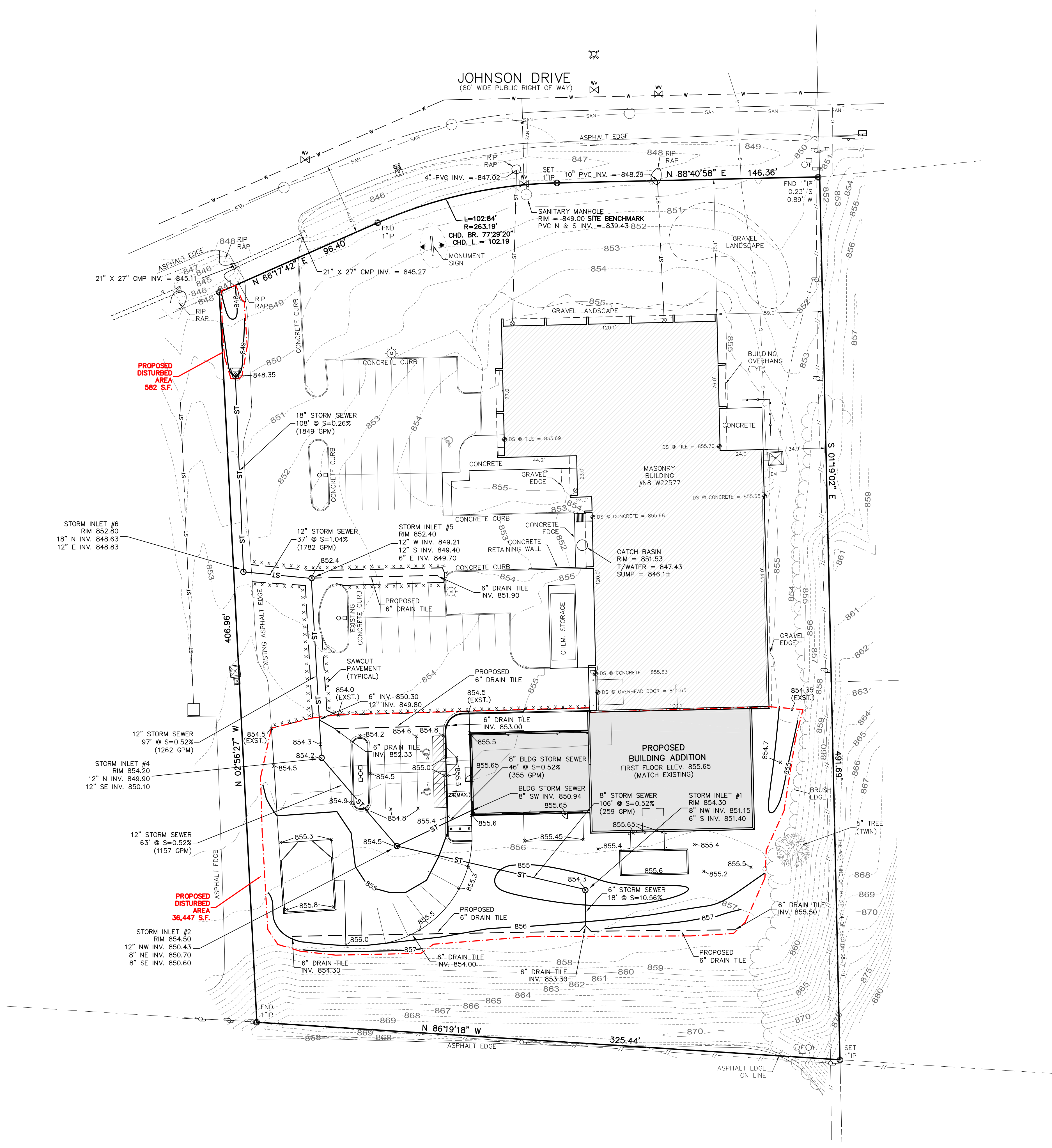
**DRAIN TILE SECTION**  
NOT TO SCALE



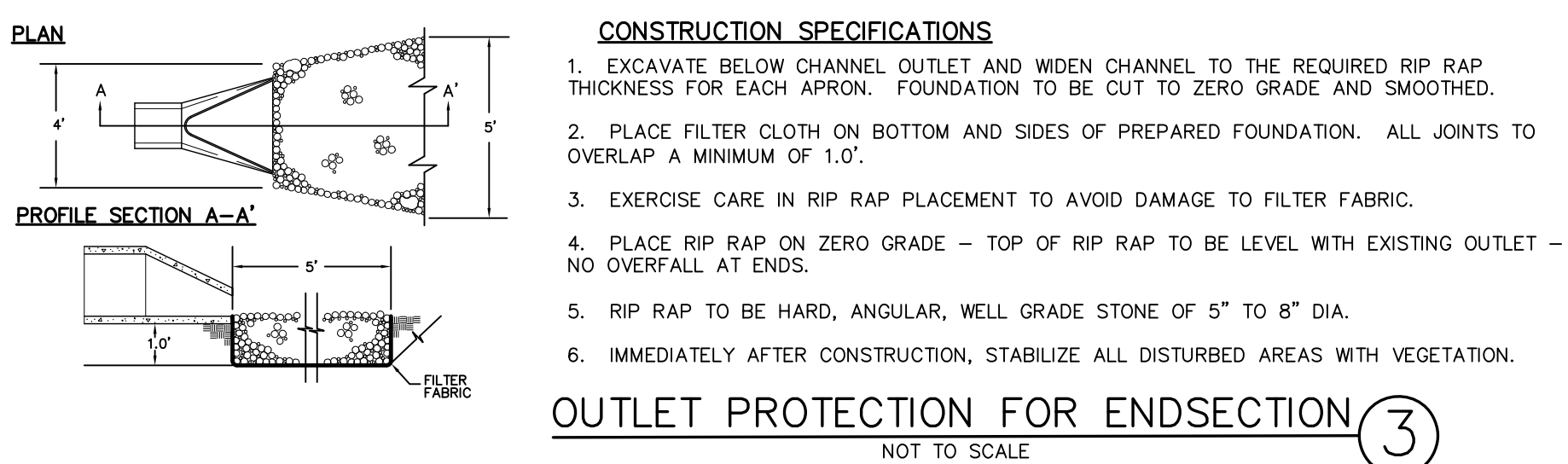
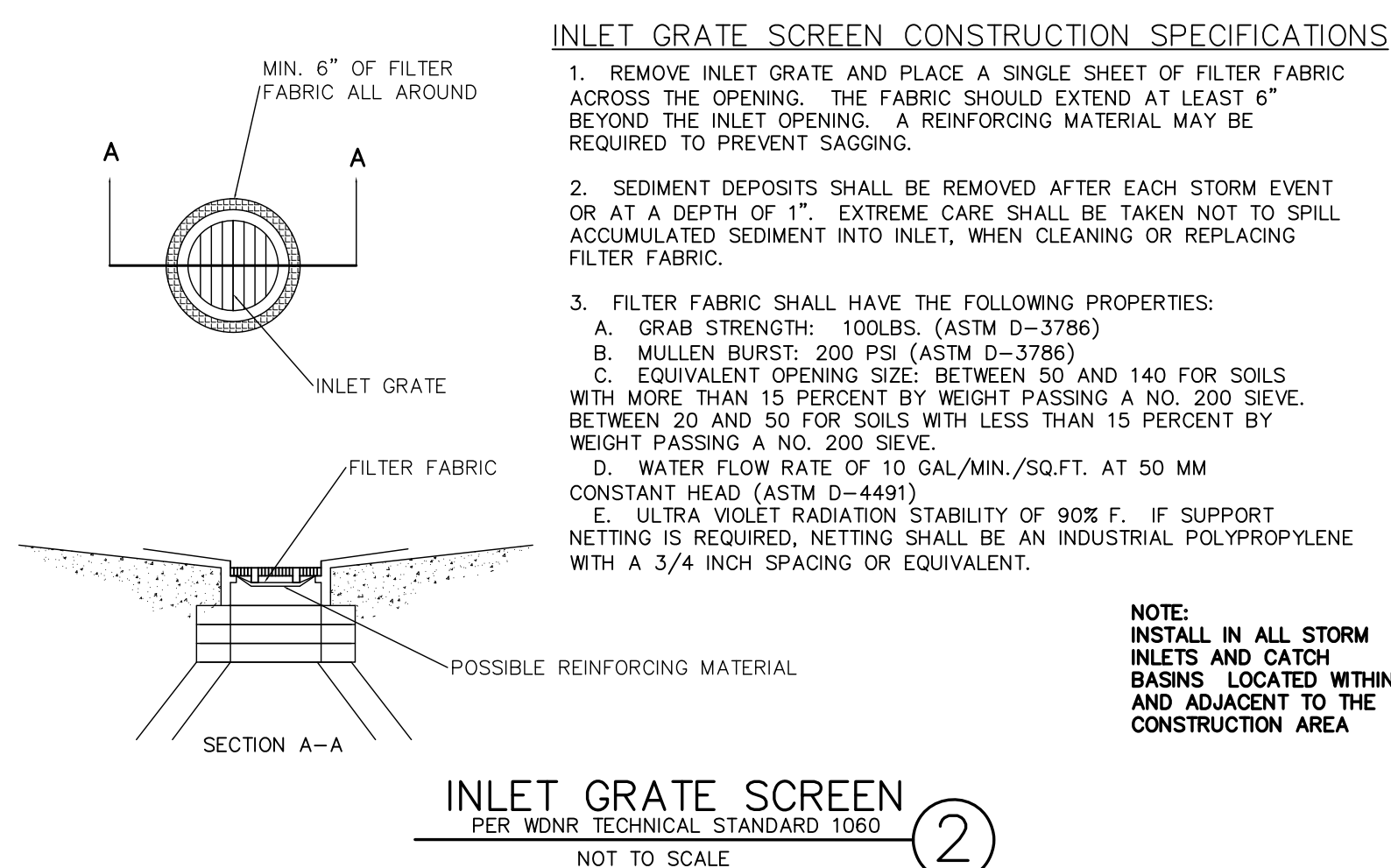
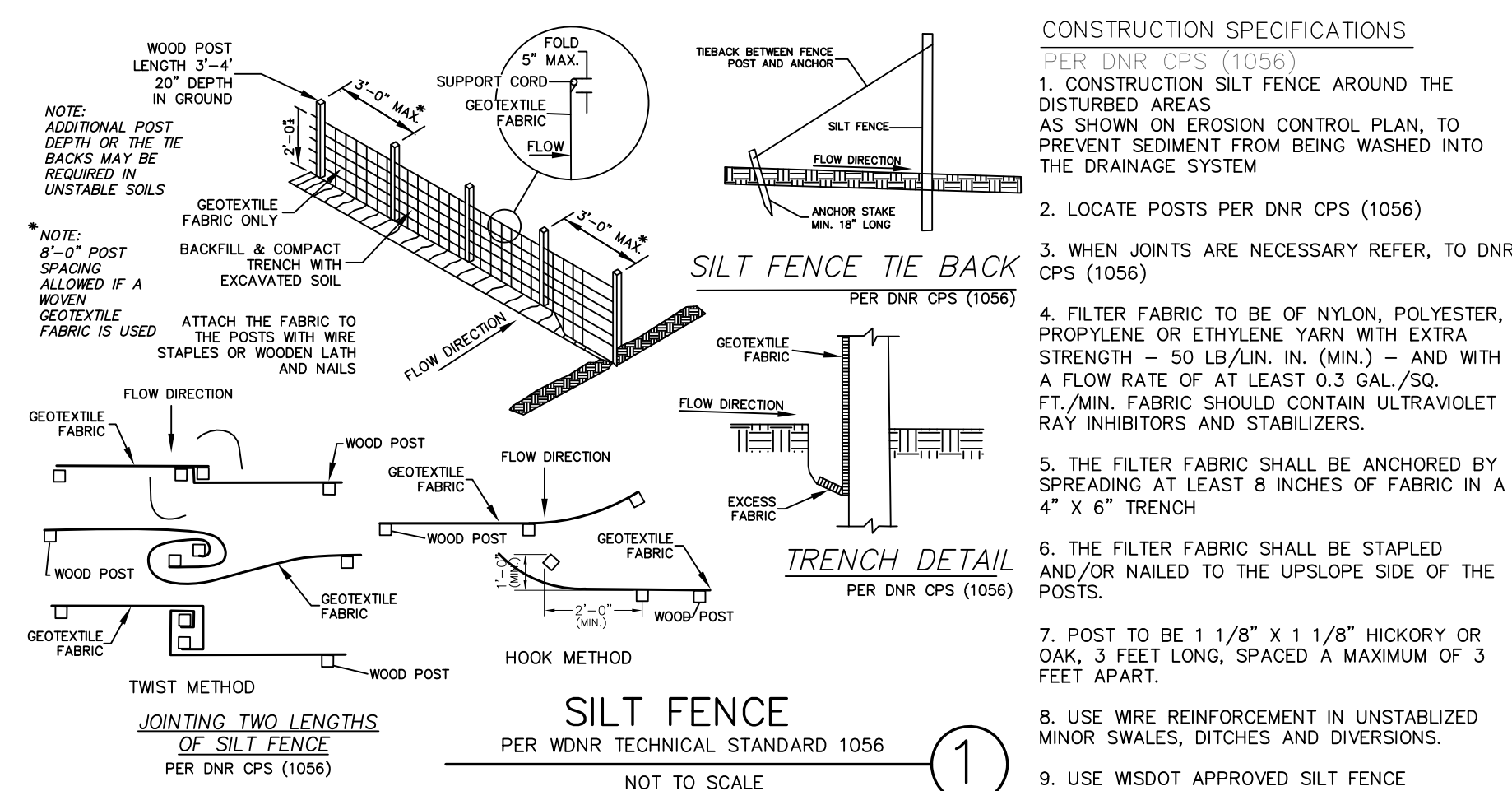
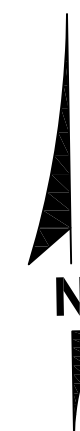
**PRECAST STORM INLET**  
NOT TO SCALE

- NOTES:**
1. ALL STORM SEWER MATERIALS AND INSTALLATION PER APPLICABLE SECTIONS OF THE LATEST EDITIONS OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (STANDARD SPECIFICATIONS), WISCONSIN ADMINISTRATIVE PLUMBING CODE AND THE CITY OF PEWAUKEE REQUIREMENTS.
  2. ALL TRENCHES IN PAVEMENT AREAS SHALL HAVE GRAVEL BACKFILL IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS SECTION 8.43.4 AND PER FILE NO.4 COMPACTED SECTION (CLASS "B" BEDDING).
  3. UNLESS OTHERWISE LABELED ON THE PLAN:  
STORM SEWER: PVC ASTM D3034 OR ADS-HDPE
  4. EXISTING SANITARY AND WATER LATERALS TO THE EXISTING BUILDING SHALL SERVE THE PROPOSED ADDITION.

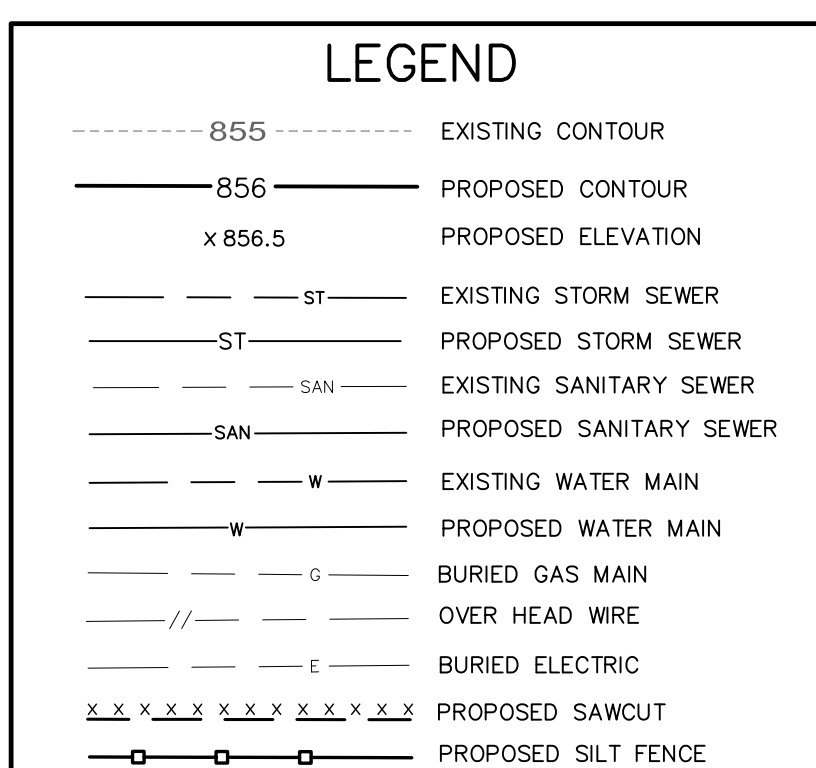
| LEGEND              |                         |
|---------------------|-------------------------|
| ----- 855 -----     | EXISTING CONTOUR        |
| ----- 856 -----     | PROPOSED CONTOUR        |
| x 856.5             | PROPOSED ELEVATION      |
| --- ST ---          | EXISTING STORM SEWER    |
| --- ST ---          | PROPOSED STORM SEWER    |
| --- SAN ---         | EXISTING SANITARY SEWER |
| --- SAN ---         | PROPOSED SANITARY SEWER |
| --- W ---           | EXISTING WATER MAIN     |
| --- W ---           | PROPOSED WATER MAIN     |
| --- G ---           | BURIED GAS MAIN         |
| --- // ---          | OVER HEAD WIRE          |
| --- E ---           | BURIED ELECTRIC         |
| x x x x x x x x x x | PROPOSED SAWCUT         |







- NOTES:**
1. DISTURBED AREA = 37,029 S.F. (0.850 ACRES)
  2. TOTAL SITE AREA = 153,755 S.F. (3.530 ACRES)
  3. INSTALL SILT FENCE PRIOR TO ANY LAND DISTURBANCE.
  4. BASED ON LOCATION AND TYPE OF LAND DISTURBANCE, NO TRACKING PAD IS NEEDED. NO SEDIMENT IS ALLOWED TO BE TRACKED ONTO THE PUBLIC ROAD. ANY SEDIMENT SHALL BE CLEANED UP BY THE END OF EACH DAY.



www.DiggersHotline.com  
**DIGGERS HOTLINE**  
DIAL 811 OR (800) 242-8511

- CONSTRUCTION SCHEDULE**
1. OBTAIN PLAN APPROVAL AND OTHER APPLICABLE PERMITS.
  2. INSTALL SILT FENCE.
  3. STRIP AND STOCK PILE TOP SOIL, SURROUND TOP SOIL STOCK PILE WITH SILT FENCE AND TEMP. STABILIZE. LOCATION OF STOCK PILE TO BE DETERMINED BY CONTRACTOR.
  4. ROUGH GRADE SITE.
  5. BEGIN BUILDING ADDITION CONSTRUCTION.
  6. INSTALL PROPOSED UTILITIES.
  7. INSTALL INLET GRATE SCREENS IN ALL NEW STORM INLETS.
  8. INSTALL OUTLET PROTECTION.
  9. INSTALL BASE COURSE OF PAVEMENT.
  10. FINAL GRADE SLOPES AND TOPSOIL CRITICAL SLOPES: VEGETATE AND MAT ALL DISTURBED AREAS.
  11. ALL EROSION CONTROL PRACTICES WILL BE INSPECTED WEEKLY AND AFTER RAINFALL. NEEDED REPAIRS WILL BE PERFORMED IMMEDIATELY.
  12. AFTER SITE IS STABILIZED, REMOVE ALL TEMPORARY MEASURES AND VEGETATE THE DISTURBED AREAS.

- MAINTENANCE PLAN**
1. ALL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CHECKED FOR STABILITY AND OPERATION FOLLOWING EVERY 3" RUNOFF-PRODUCTION RAINFALL. BUT IN NO CASE LESS THAN ONCE EVERY WEEK. ANY NEEDED REPAIRS WILL BE MADE IMMEDIATELY TO MAINTAIN ALL PRACTICES AS DESIGNED.
  2. SEDIMENT WILL BE REMOVED FROM BEHIND THE SILT FENCE WHEN IT BECOMES ABOUT 0.5 FT. DEEP AT THE FENCE. THE SILT FENCE WILL BE REPAIRED AS NECESSARY TO MAINTAIN A BARRIER.
  3. ALL SEEDED AREAS WILL BE WATERED, FERTILIZED, RESEDED AS NECESSARY, AND MULCHED TO MAINTAIN A VIGOROUS, DENSE VEGETATIVE COVER.
  4. ANY SEDIMENT REACHING A PUBLIC OR PRIVATE ROAD SHALL BE REMOVED BY STREET CLEANING BEFORE THE END OF EACH DAY.

**TEMPORARY STABILIZATION METHODS**

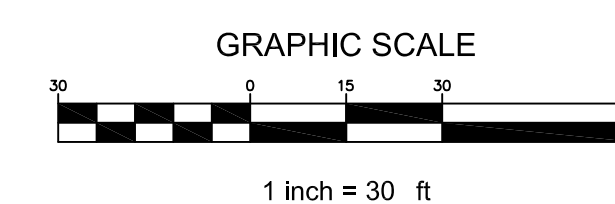
TEMPORARY SEEDING:  
DURING GROWING SEASON (MAY 2 - OCTOBER 31) TEMPORARY SEEDING (COVER CROP) TO BE USED FOR TEMPORARY STABILIZATION DURING SITE CONSTRUCTION.

| Species         | Lbs/Acre | Percent Purity |
|-----------------|----------|----------------|
| Oats            | 131      | 98             |
| Cereal Rye      | 131*     | 97             |
| Winter Wheat    | 131*     | 95             |
| Annual Ryegrass | 80*      | 97             |

\* Foli Seeding

LAND APPLICATION OF ADDITIVES:  
DURING NONGROWING SEASON (NOVEMBER 1 - MAY 1) CONTRACTOR TO PROVIDE TYPE B SOIL STABILIZER DURING SITE CONSTRUCTION. STABILIZER TO BE POLYACRYLAMIDE (PAM) PER LATEST WDOT PAL (UPDATED 11/2/2017) - SEE WDNR TECHNICAL STANDARD 1050.

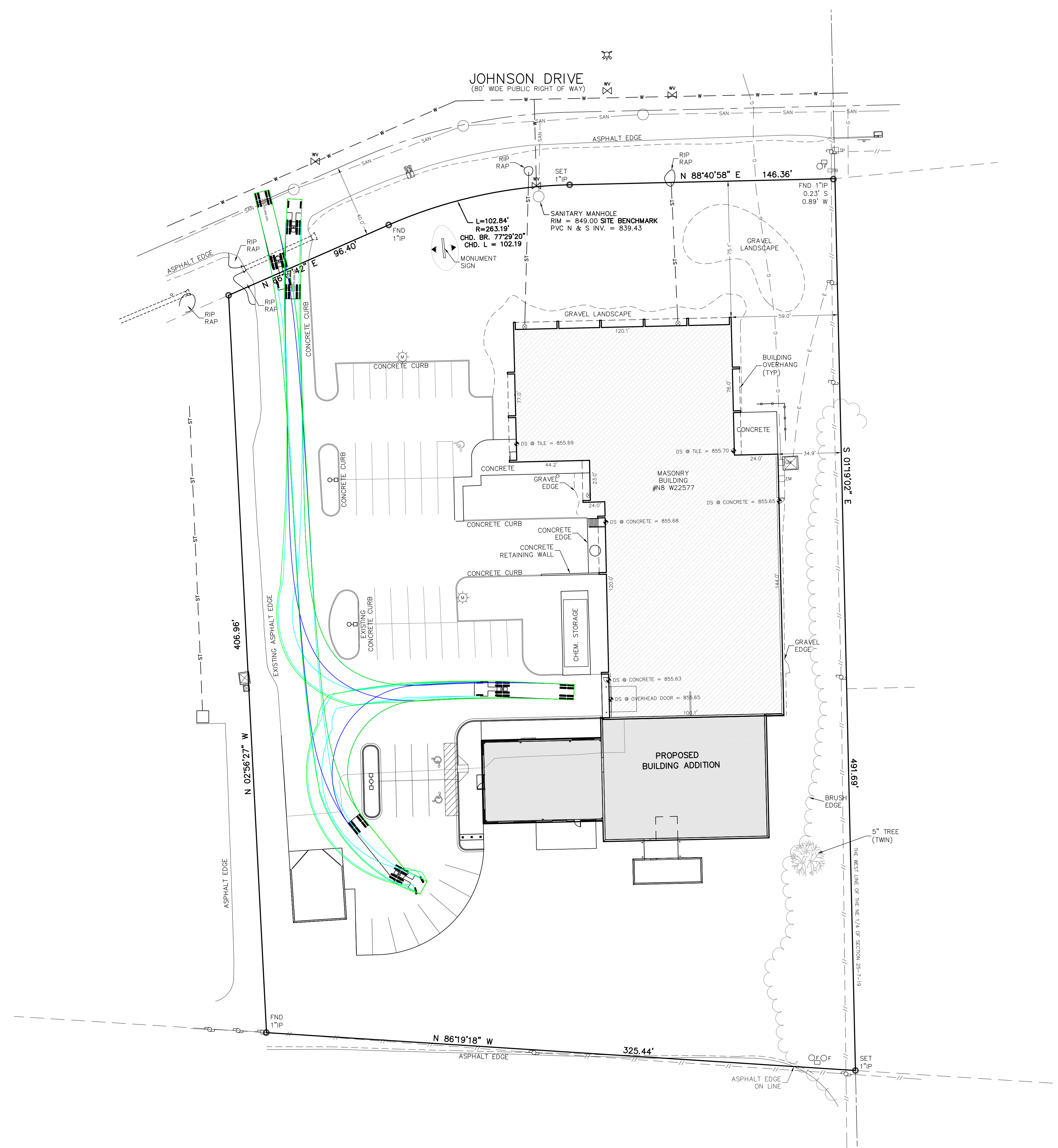
STABILIZATION SHOULD BE COMPLETED WITHIN 7 DAYS OF ESTABLISHING FINAL GRADE OR THAT WILL OTHERWISE EXIST FOR MORE THAN 14 DAYS.



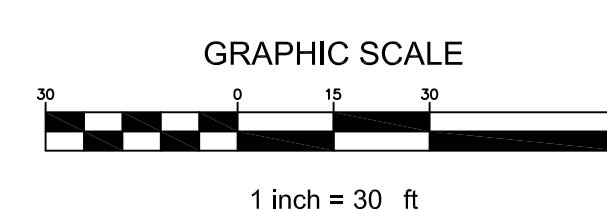
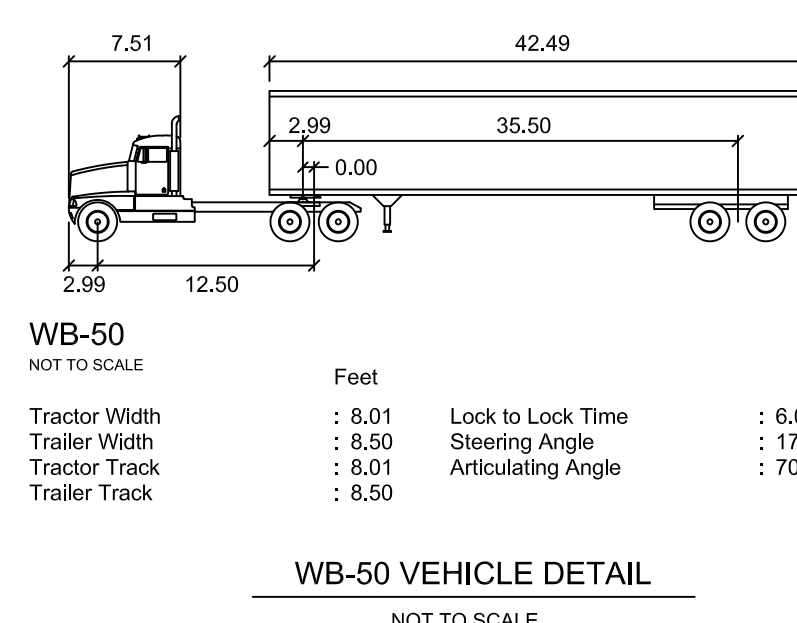
CJE NO.: CJE2226R3  
SEPTEMBER 21, 2022

EROSION CONTROL PLAN **C3.0**





| LEGEND                               |                       |
|--------------------------------------|-----------------------|
| <span style="color: blue;">—</span>  | FRONT WHEEL PATH      |
| <span style="color: red;">—</span>   | REAR WHEEL PATH       |
| <span style="color: green;">—</span> | VEHICLE BODY OVERHANG |



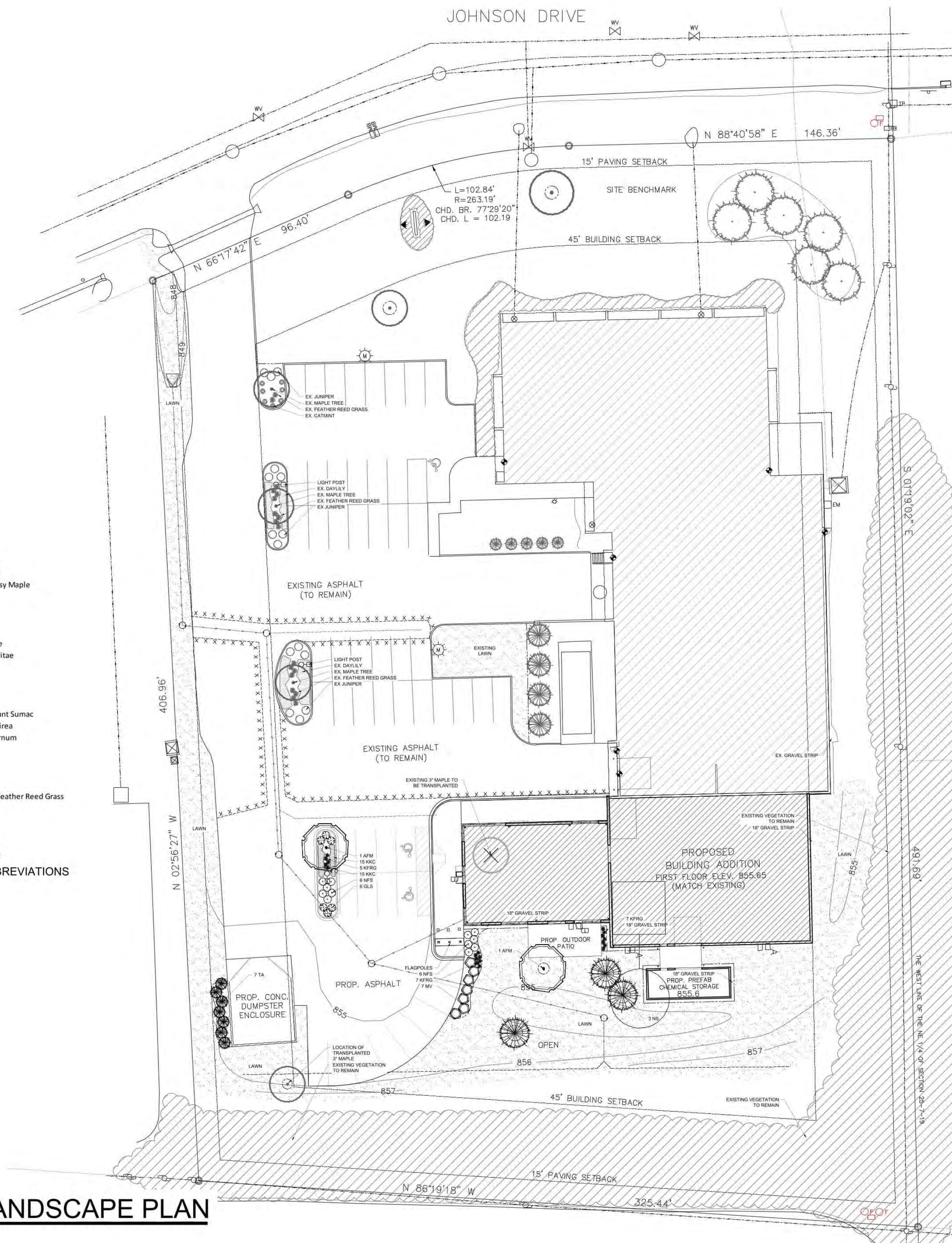
FIRE DEPARTMENT ACCESS PLAN

**C4.0**

**CFR ENGINES**  
N8 W22577 JOHNSON DR. PEWAUKEE, WISCONSIN

CJE NO.: CJE2226R3  
SEPTEMBER 21, 2022





Scale: 1" = 30'0"



APPLICABLE  
TO ALL  
PLAN VIEW

|          |            |
|----------|------------|
| JOB:     | 3245       |
| DRAWN:   | NS         |
| CHECKED: | DF         |
| DATE:    | 09/25/2022 |
| SHEET:   |            |

**L1.0**

**BRIÖHN**



**DESIGN GROUP**

3885 N BROOKFIELD ROAD, SUITE 200  
BROOKFIELD WISCONSIN 53005-1950  
(262) 795-0550 PHONE  
(262) 798-0505 FAX

SHEET TITLE  
OVERALL LANDSCAPE  
PLAN

CFR ENGINES ADDITION  
CFR ENGINES, INC.  
N8 W22577 JOHNSON DR  
PEWAUKEE, WI 53186

Revision

|       |  |
|-------|--|
| State |  |
|-------|--|









18. **Project Completion:** Landscape Contractor is responsible to conduct a final review of the project, upon completion, with the Landscape Architect, Client or Owner / Client Representative, and the General Contractor to answer questions, provide written care instructions for new plantings and turf, and insure that all specifications have been met.

## PLANT & MATERIAL SCHEDULE

|                                                     |                                   |                                   |
|-----------------------------------------------------|-----------------------------------|-----------------------------------|
| <b>Seed Compositions:</b>                           |                                   |                                   |
| <u>Reinder's Deluxe 50 Seed Mix (800-785-3301):</u> |                                   | Seed at rate of 150-200# per acre |
| 20% Kentucky Bluegrass (Sod Quality)                | 15% Quebec Perennial Ryegrass     |                                   |
| 15% Newport Kentucky Bluegrass                      | 10% Fiesta III Perennial Ryegrass |                                   |
| 15% Ken Blue Kentucky Bluegrass                     |                                   |                                   |
| 25% Creeping Red Fescue                             |                                   |                                   |

Seed at rate of 150-200# per acre

15% Quebec Perennial Ryegrass  
10% Fiesta III Perennial Ryegrass



APPLICABLE  
TO ALL  
PLAN VIEWS



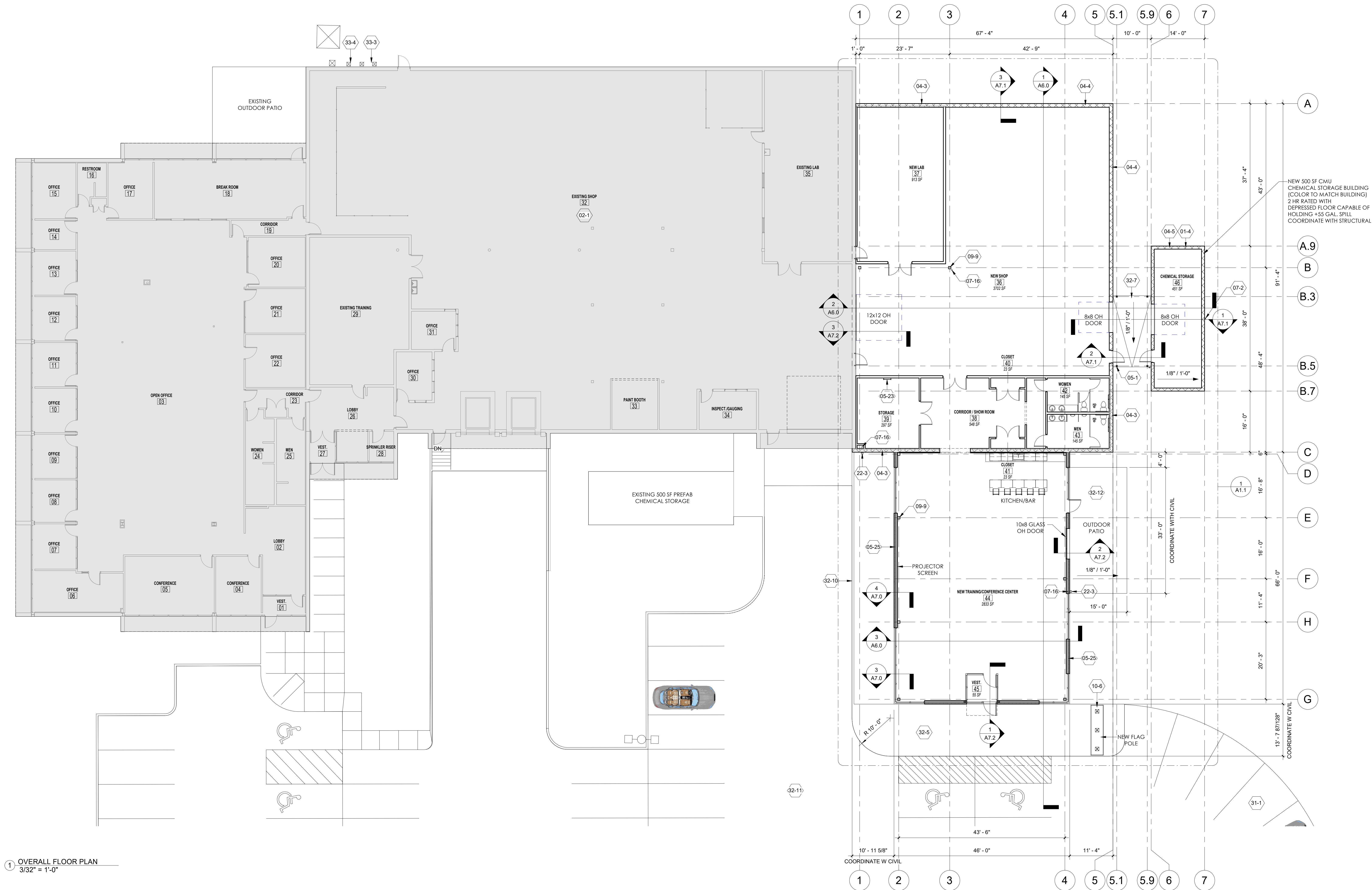




| FLOOR PLAN LEGEND |                                                   |     |                              |
|-------------------|---------------------------------------------------|-----|------------------------------|
| ROOM              | ROOM NAME                                         |     |                              |
| 100               | ROOM NUMBER                                       | --- | PARTITION TO BE DEMOLISHED   |
| 100               | DOOR NUMBER                                       |     |                              |
| 100               | PARTITION TYPE                                    |     | DOOR AND FRAME TO BE REMOVED |
| 1                 | KEYNOTES                                          |     |                              |
| F.E.              | SURFACE MOUNTED FIRE EXTINGUISHER                 |     | EXISTING PARTITION TO REMAIN |
| F.E.C.            | RECESSED EXTINGUISHER CABINET & FIRE EXTINGUISHER |     | EXISTING DOOR TO REMAIN      |
| +                 | EXIT LIGHT                                        |     | NEW CONSTRUCTION             |
| +                 | EXIT LIGHT (DIRECTIONAL)                          |     | NEW DOOR & FRAME             |
| BL-1              | BORROWED LIGHT TAG                                |     |                              |
| TP-1              | TOILET ACCESSORY TAG                              |     |                              |

| KEYNOTE LEGEND |                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 01-4           | PAINT STORAGE ROOM, TO MEET REQUIREMENTS OF IBC/IFC/NFPA AND LOCAL FIRE MARSHALL. STORAGE WITHIN TO ALLOW H-2 CLASSIFICATION OR LESS. ENCLOSURE TO BE 2-HR RATED. WALLS REINFORCED AS REQUIRED PER NFPA CALCULATIONS. SEE STRUCTURAL DRAWINGS FOR REINFORCING OF WALLS AND PRECAST U/LD, AND ASSOCIATED DEFLAGRATION VENTING WALL PANEL. COORDINATE GROUNDING AND EXPLOSION-PROOF ELECTRICAL REQUIREMENTS WITH ELECTRICAL CONTRACTOR. |
| 02-1           | EXISTING CONSTRUCTION TO REMAIN                                                                                                                                                                                                                                                                                                                                                                                                       |
| 04-3           | 8" SPLIT FACE STACKED BOND CMU WITH INTERIOR FURRING. PAINTED TO MATCH EXISTING BUILDING. SEE A1.1 FOR WALL TYPES AND A7.0 FOR WALL SECTIONS. COORDINATE WITH STRUCTURAL.                                                                                                                                                                                                                                                             |
| 04-4           | 8" SPLIT FACE STACKED BOND CMU WITH INTERIOR FURRING STACKED ON 12" SPLIT FACE STACKED BOND CMU. PAINTED TO MATCH EXISTING BUILDING. SEE A1.1 FOR WALL TYPES AND A7.0 FOR WALL SECTIONS. COORDINATE WITH STRUCTURAL.                                                                                                                                                                                                                  |
| 04-5           | 10" SPLIT FACE STACKED BOND CMU. PAINTED TO MATCH EXISTING BUILDING. COORDINATE WITH STRUCTURAL.                                                                                                                                                                                                                                                                                                                                      |
| 05-1           | STRUCTURAL STEEL FRAMING. COORDINATE WITH STRUCTURAL.                                                                                                                                                                                                                                                                                                                                                                                 |
| 05-23          | OSHA COMPLIANT METAL ROOF ACCESS LADDER.                                                                                                                                                                                                                                                                                                                                                                                              |
| 05-25          | METAL PANEL ON 6" METAL STUDS @ 16" O.C. COORDINATE COLOR WITH A5.1                                                                                                                                                                                                                                                                                                                                                                   |
| 07-2           | METAL BOX SCUPPER ("CLEAR ANODIZED FINISH") W/OVERFLOW & DOWNSPOUT TO CONNECT TO STORMSEWER LATERAL - SEE CIVIL                                                                                                                                                                                                                                                                                                                       |
| 07-16          | VERTICAL ROOF CONDUCTOR WITH CLEAN-OUT AS REQ'D. HORIZONTAL PIPE TO BE INSULATED. REFER TO PLUMBING DRAWINGS.                                                                                                                                                                                                                                                                                                                         |
| 09-9           | EXPOSED COLUMN(S) TO BE PAINTED.                                                                                                                                                                                                                                                                                                                                                                                                      |
| 10-6           | FLAG POLE. FOUNDATION AS REQUIRED. COORDINATE WITH STRUCTURAL.                                                                                                                                                                                                                                                                                                                                                                        |
| 22-3           | ROOF DRAIN OVERFLOW NOZZLE AT 18" ABOVE GRADE. COORDINATE WALL PENETRATION WITH WALL TYPE.                                                                                                                                                                                                                                                                                                                                            |
| 31-1           | SITE WORK (REFER TO CIVIL DWGS)                                                                                                                                                                                                                                                                                                                                                                                                       |
| 32-5           | CONCRETE STOOP AND SIDEWALKS - REFER TO CIVIL DRAWINGS                                                                                                                                                                                                                                                                                                                                                                                |
| 32-7           | CONCRETE LOADING APRON - REFER TO CIVIL AND STRUCTURAL DRAWINGS                                                                                                                                                                                                                                                                                                                                                                       |
| 32-10          | NEW CONCRETE CURB. COORDINATE WITH CIVIL AND LANDSCAPE                                                                                                                                                                                                                                                                                                                                                                                |
| 32-11          | EXTENDED ASPHALT PAVED PARKING LOT FROM EDGE OF EXISTING. COORDINATE WITH CIVIL                                                                                                                                                                                                                                                                                                                                                       |
| 32-12          | STAMPED CONCRETE PATIO. COORDINATE WITH CIVIL                                                                                                                                                                                                                                                                                                                                                                                         |
| 33-3           | ELECTRIC METER AND SERVICE LOCATION. VERIFY WITH OWNER AND LOCAL ELECTRIC UTILITY.                                                                                                                                                                                                                                                                                                                                                    |
| 33-4           | GAS METER AND SERVICE LOCATION. VERIFY WITH OWNER AND LOCAL NATURAL GAS UTILITY.                                                                                                                                                                                                                                                                                                                                                      |

| GENERAL NOTES - NEW FLOOR PLAN |                                                                                                                                                                    |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                              | VERIFY ALL CONDITIONS, DIMENSIONS AND ALIGNMENT OF WALLS. BRING ANY DISCREPANCIES TO BRIORN'S ATTENTION PRIOR TO FABRICATION/CONSTRUCTION BEGINS.                  |
| 2                              | VERIFY LOCATION OF ACCESS PANELS WITH MECHANICAL AND ELECTRICAL DRAWINGS.                                                                                          |
| 3                              | AREA SHALL BE KEPT BROOM CLEAN AND FREE OF DEBRIS DURING CONSTRUCTION.                                                                                             |
| 4                              | SEE EXTERIOR ELEVATIONS FOR WINDOW TYPES.                                                                                                                          |
| 5                              | SEE SHEET A0.1 FOR ADA REQUIREMENTS AND MOUNTING HEIGHTS.                                                                                                          |
| 6                              | SEE SHEET A1.2 FOR PARTITION TYPE.                                                                                                                                 |
| 7                              | EXTERIOR WALLS IN OFFICE AREA TO BE FURRED OUT WITH STUD HELD 1" OFF FACE OF EXTERIOR WALL, CAVITY FILLED WITH BATT INSULATION. SEE FLOOR PLAN FOR PARTITION TYPE. |
| 8                              | FURNITURE AND APPLIANCES PROVIDED BY OWNER AND ARE SHOWN FOR REFERENCE ONLY.                                                                                       |
| 9                              | ALL WALLS TO BE PAINTED PROVIDING FRP WAINSCOT WHERE CALLED FOR.                                                                                                   |
| 10                             | ALL FLOORS THROUGH OUT ARE TO BE SEALED CONCRETE WITH CAULKED CONTROL JOINTS.                                                                                      |
| 11                             | EXPOSED STEEL DECK, JOISTS, GIRDERS AND COLUMNS ARE TO BE PRIME GREY.                                                                                              |
| 12                             | LOCKERS AND BENCHES IN LOCKER ROOMS ARE PROVIDED BY OWNER AND ARE SHOWN FOR REFERENCE ONLY.                                                                        |



1 OVERALL FLOOR PLAN  
3/32" = 1'-0"

BRIORN

DESIGN GROUP

3805 N BROADFIELD ROAD, SUITE 200  
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(262) 780-6505 FAX

OVERALL FLOOR PLAN

CFR ENGINES ADDITION  
CFR ENGINES, INC.  
N8 W22577 JOHNSON DR  
PEWAUKEE, WI 53186

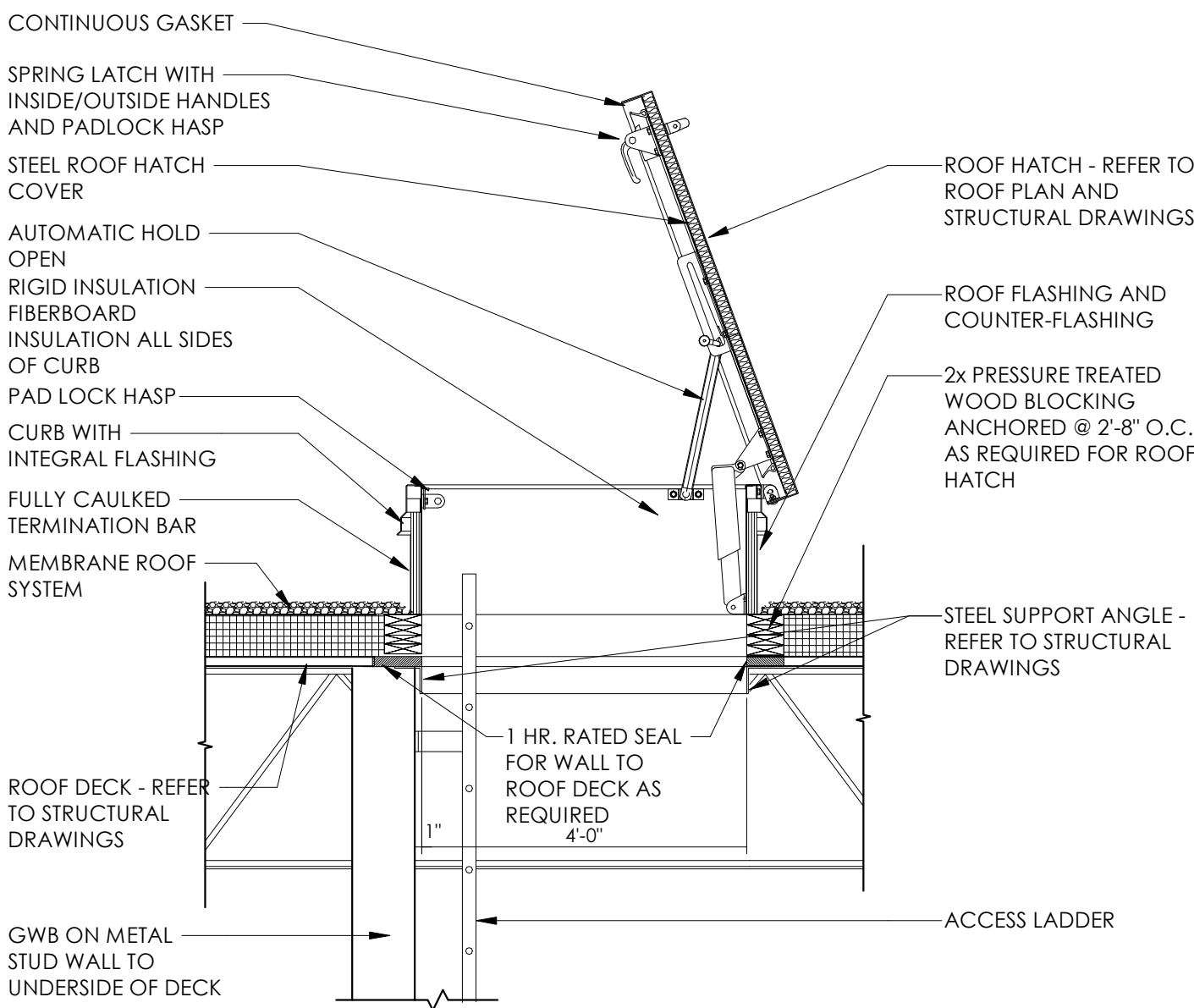
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| Revision |  |
| Date     |  |

JOB: 3245  
DRAWN: NS  
CHECKED: DF  
DATE: 09/22/2022  
SHEET:

A1.0

APPLICABLE TO ALL PLAN VIEWS

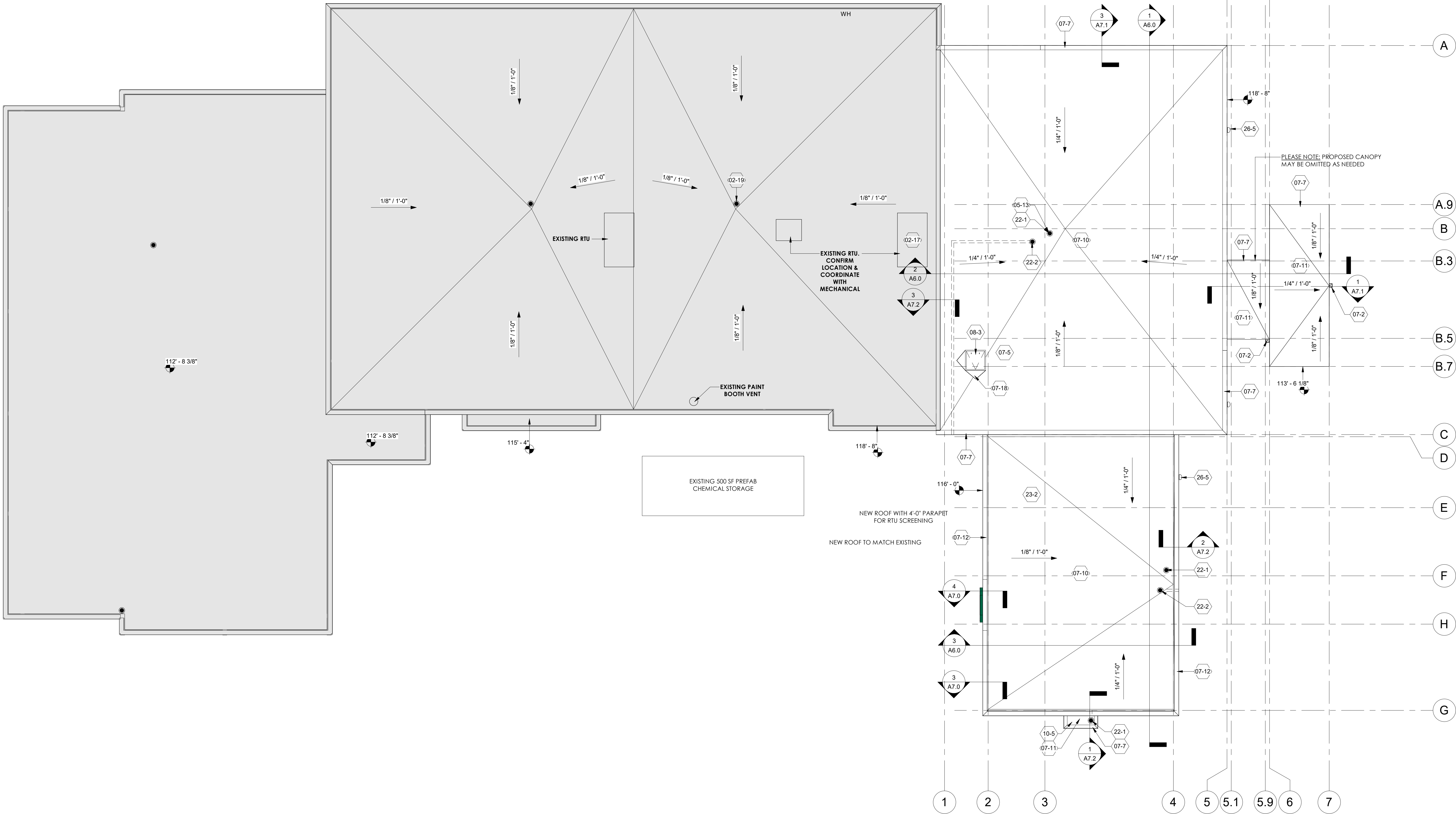




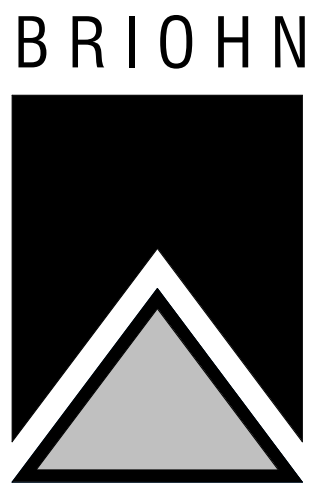
2 ROOF HATCH DETAIL  
1/2" = 1'-0"

| KEYNOTE LEGEND |                                                                                                                                                                                                                                  |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 02-17          | EXISTING ROOF TOP UNIT                                                                                                                                                                                                           |
| 02-19          | EXISTING ROOF DRAINS                                                                                                                                                                                                             |
| 05-13          | ROOF DRAINS AND SUMP PANS - REFER TO STRUCTURAL (SEE DETAIL "2" ON THIS SHEET)                                                                                                                                                   |
| 07-2           | METAL BOX SCUPPER (CLEAR ANODIZED FINISH) W/OVERFLOW & DOWNSPOUT TO CONNECT TO STORMSEWER LATERAL - SEE CIVIL                                                                                                                    |
| 07-5           | CONCRETE BALLAST PAVERS-2' X 2' X 2" W/ PROTECTION SHEET                                                                                                                                                                         |
| 07-7           | PRE FINISHED METAL 24 GA. GRAVEL STOP COLOR TO MATCH EXISTING.                                                                                                                                                                   |
| 07-10          | ROOF ASSEMBLY A: BALLASTED ROOF MEMBRANE ON 8.25" DIRECT TO DECK APPROVED EPS INSULATION (R30 - TWO LAYERS, STAGGERED) ON METAL DECK & SLOPED STRUCTURAL FRAMING (SEE STRUCTURAL DRAWINGS)                                       |
| 07-11          | ROOF ASSEMBLY C: FULLY ADHERED ROOF MEMBRANE ON TAPERED DIRECT TO DECK APPROVED EPS INSULATION, TAPER TO ROOF DRAIN                                                                                                              |
| 07-12          | PRE-FINISHED METAL CAP/COPING ON SINGLE 2X PRESSURE TREATED WOOD BLOCKING. EXTEND RUBBER MEMBRANE FLASHING TO EXTEND UP AND OVER WOOD BLOCKING AND FULLY SEAL TO FACE OF WALL PANEL.                                             |
| 07-18          | PROVIDE TAPERED INSULATION CRICKETS ON HIGH SIDE OF RTU, ROOF HATCH, AND EQUIPMENT.                                                                                                                                              |
| 08-3           | ROOF HATCH: PROVIDE CODE-COMPLIANT HATCH SIZE. FOR USE WITH OSHA-APPROVED STEEL LADDER ACCESS FROM FLOOR BELOW. PROVIDE FRAMING, CURB, FLASHING, AND TAPERED INSULATION FOR DRAINAGE AROUND HATCH AS REQUIRED. SEE DETAIL 2/A4.0 |
| 10-5           | BREAK METAL CANOPY (ABOVE MAN DOORS, CENTER ON DOOR) TO HAVE TAPERED INSULATION TO ROOF DRAIN                                                                                                                                    |
| 22-1           | PRIMARY ROOF DRAIN                                                                                                                                                                                                               |
| 22-2           | OVERFLOW ROOF DRAIN-SET 2" HIGHER THAN PRIMARY ROOF DRAIN. EXTERIOR PIPE DISCHARGE THROUGH WALL. DO NOT PLACE PIPE OUTFALL DIRECTLY ABOVE EXTERIOR DOORS OR WINDOWS. COORD. PIPE SIZE WITH PLUMBING CONTRACTOR.                  |
| 23-2           | RTU-REFER TO HVAC DRAWINGS. PROVIDE FRAMING, CURB, FLASHING, AND TAPERED INSULATION FOR DRAINAGE AROUND HATCH AS REQUIRED.                                                                                                       |
| 26-5           | LIGHT FIXTURES SHOWN FOR REFERENCE ONLY. SEE ELECTRICAL DRAWINGS FOR FINAL DESIGN. EMERG. EGRESS LIGHTING, AND TYPES AND LOCATIONS OF LIGHT FIXTURES ALL ROOMS TYP.                                                              |

| GENERAL NOTES - ROOF PLAN |                                                                                                                               |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 1                         | SEE STRUCTURAL DWGS FOR FURTHER STRUCTURAL INFORMATION.                                                                       |
| 2                         | COORDINATE ROOF SCREEN SIZE WHERE CALLED FOR WITH MECHANICAL UNITS. SEE STRUCTURAL DRAWINGS FOR FURTHER INFORMATION.          |
| 3                         | SEE SHEET A4.2 FOR OTHER CANOPY AND TUBE SUN SHADES PLANS                                                                     |
| 4                         | PROVIDE ROOF PAVERS AT ROOF HATCH AND AT ALL ROOF TOP UNITS. REFER TO HVAC PLAN BY OTHERS FOR LOCATIONS.                      |
| 5                         | PROVIDE ROOF HATCH NOT LESS THAN 16 S.F. IN AREA AND HAVING A MINIMUM DIMENSION OF 24".                                       |
| 6                         | PROVIDE ALL REQUIRED FLASHING FOR HVAC ROOF TOP EQUIPMENT, INCLUDING ROOF TOP UNITS AND EXHAUST FANS.                         |
| 7                         | PROVIDE AND INSTALL ALL REQUIRED FLASHING AND BOOTS FOR ROOF TOP AND PARAPET WALL ELECTRICAL PENETRATIONS AND HVAC EQUIPMENT. |
| 8                         | PROVIDE FLASHING FOR PLUMBING VENTS.                                                                                          |
| 9                         | PROVIDE 20 YEAR MANUFACTURERS LABOR AND MATERIAL WARRANTY.                                                                    |



1 ROOF PLAN  
3/32" = 1'-0"



DESIGN GROUP  
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ROOF PLAN

SHEET TITLE

CFR ENGINES ADDITION  
CFR ENGINES, INC.  
N8 W22577 JOHNSON DR  
PEWAUKEE, WI 53186

Revision

Date

JOB: 3245  
DRAWN: NS  
CHECKED: DF  
DATE: 09/22/2022  
SHEET:

A4.0



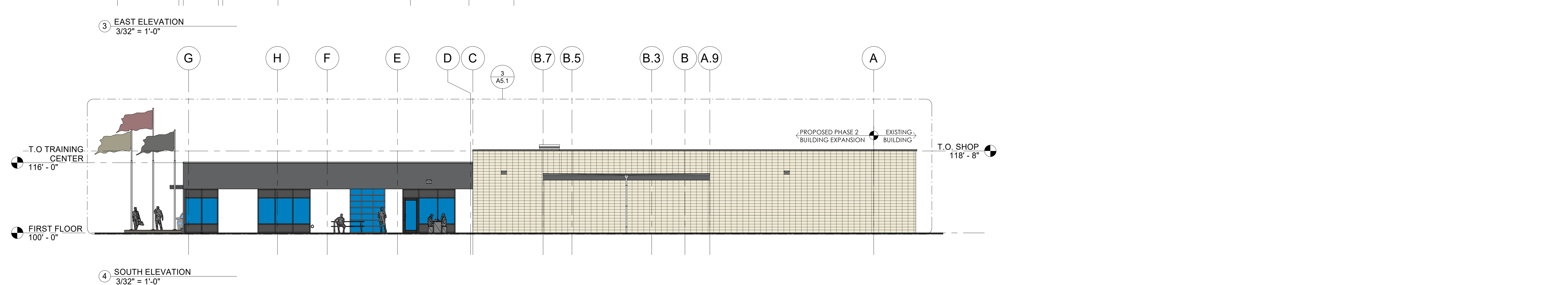
APPLICABLE  
TO ALL  
PLAN VIEWS



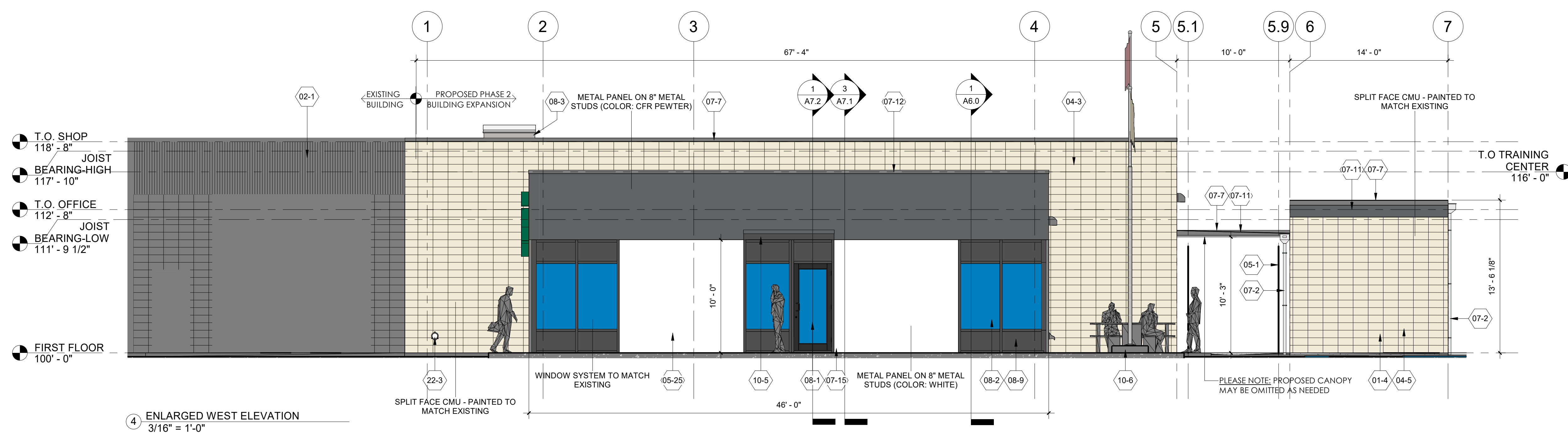
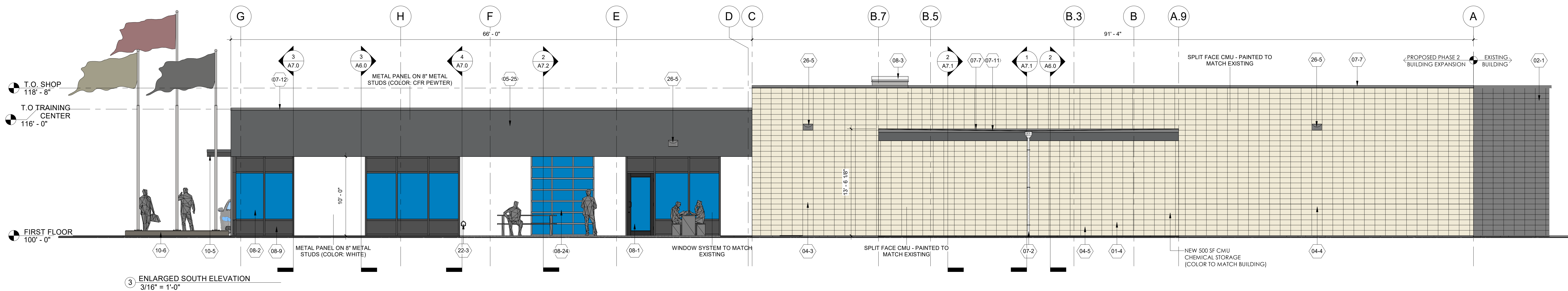
C402.5.8 RECESSED LIGHTING.  
NOT APPLICABLE TO PROPOSED BUILDING.

**METAL PANEL WALL SYSTEM:** PREFINISHED METAL PANEL SYSTEM WITH CONTINUOUS AIR AND MOISTURE BARRIER AND DRAINAGE SCREEN ON APPROVED 5/8" GLASS MAT GYPSUM SHEATHING ON 6" CF METAL STUD FRAMING, FILL CAVITY WITH 6" FIBERGLASS BATT INSULATION, VAPOR BARRIER ON WARM SIDE OF STUD AND 5/8" GYPSUM BOARD FINISH

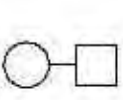
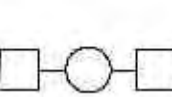
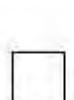
2. **ACCENT COLOR:**  
A. (2) COATS OF HALLMAN LINDSAY #174  
WEATHER GUARD SATIN 100% ACRYLIC HOUSE PAINT OR  
B. (2) COATS SHERWIN WILLIAMS SUPER PAINT  
SATIN HOUSE PAINT OR  
C. (2) COATS BENJAMIN AURA SATIN 100%  
ACRYLIC HOUSE PAINT.



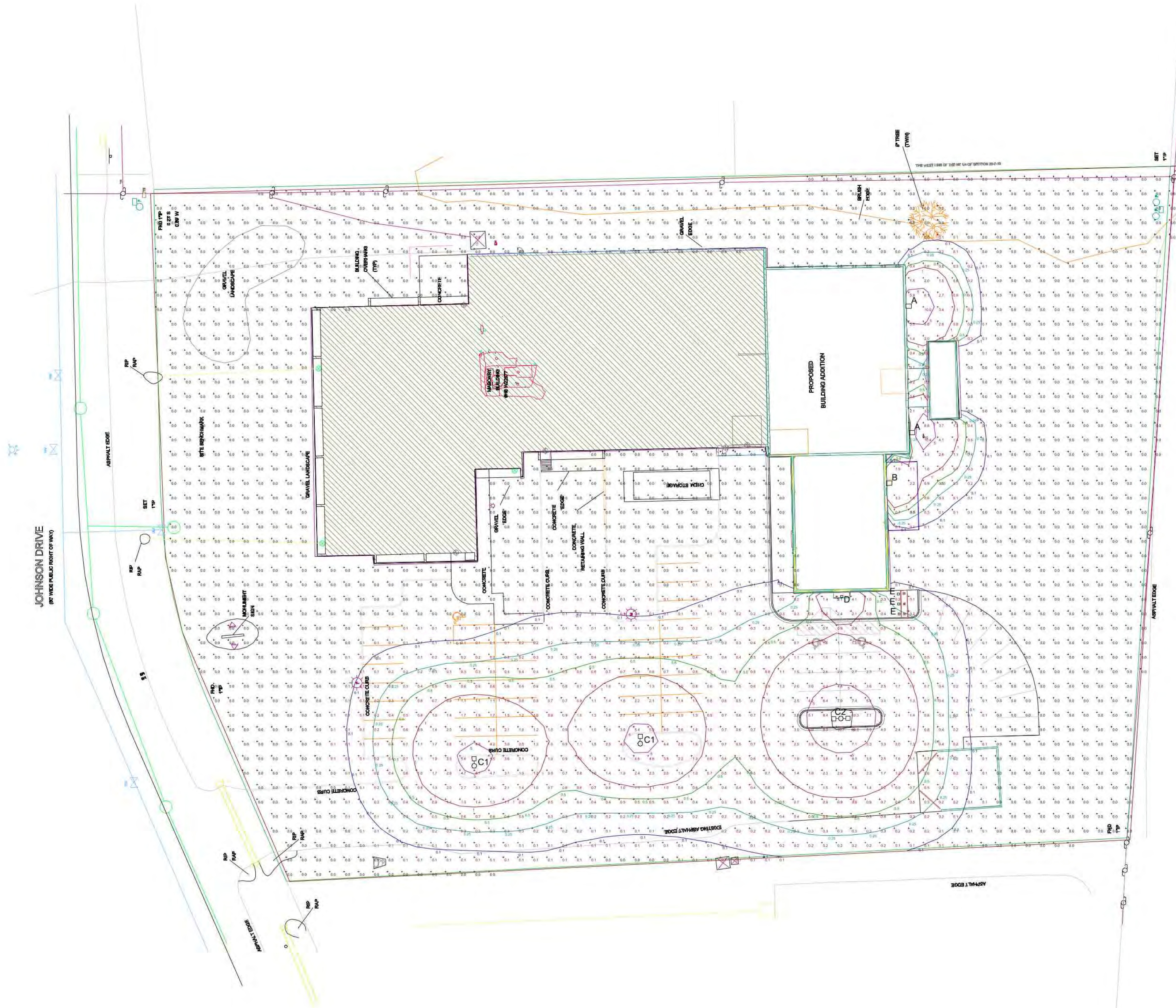






| Schedule                                                                          |       |     |                   |                                                                     |                 |         |
|-----------------------------------------------------------------------------------|-------|-----|-------------------|---------------------------------------------------------------------|-----------------|---------|
| Symbol                                                                            | Label | QTY | Manufacturer      | Catalog Number                                                      | Lumens per Lamp | Wattage |
|  | A     | 2   | RAB Lighting Inc. | WPLED26N<br>Wall Mount Fixture at 12'<br>4000K color temperature    | 3851            | 28.65   |
|  | B     | 1   | RAB Lighting Inc. | WPLED10N<br>Wall Mount Fixture at 10'<br>4000K color temperature    | 1297            | 12.1    |
|  | C1    | 2   | RAB Lighting Inc. | (1) A17-4T70N<br>15' pole on a 2' base<br>4000K color temperature   | 9938            | 70.82   |
|  | C2    | 1   | RAB Lighting Inc. | (2) A17-4T70N<br>15' pole on a 2' base<br>4000K color temperature   | 9938            | 70.82   |
|  | D     | 1   | Lithonia Lighting | 65BEMW<br>LED Recessed canopy<br>4000K color temperature            | 1210            | 11.9    |
|  | E     | 3   | Starbeam          | 15DO6LCWD<br>In-ground LED spot fixtures<br>4000K color temperature | 6000            | 56      |

| Statistics   |        |       |         |        |         |         |
|--------------|--------|-------|---------|--------|---------|---------|
| Description  | Symbol | Avg   | Max     | Min    | Max/Min | Avg/Min |
| Calc Zone #1 | +      | 0.4fc | 10.9 fc | 0.0 fc | N/A     | N/A     |





[illegible]

RAE

**WPLED26N**

**Technical Specifications (continued)**

**LED Characteristics**

**Color-Temperature:**

Full range of Correlated Color Temperature fulfills the guidelines of the American National Standard for Specifications for the Colorimetry of Solid State Lighting (ANSI Standards, ANSI CIE S-017:2011).

**Other Features**

SquareD design is protected by U.S. Pat. D64,987S; Canada Pat. 1,448,718; China Pat. CN2016A09645.

**Equivalency:**

Equivalent to T50W Metal Halide.

**Buy American As Compliance**

RAE values USA manufacturing. While important, MSD may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

**Optical**

**Built-In GFCI Rating:**

81-100-GFI

**Dimensions**

The image contains three technical drawings of the WPLED26N fixture. The top drawing is a front view showing the fixture's profile with dimensions: 10 1/2 inches wide, 10 1/2 inches high, and 10 1/2 inches deep. It also shows mounting holes spaced at 4 inches. The middle drawing is a side view showing the fixture's depth and mounting bracket. The bottom drawing is a top-down view showing the square footprint of the fixture with dimensions: 10 1/2 inches wide and 10 1/2 inches high. It also shows mounting holes spaced at 4 inches. Labels include 'Top View', 'Side View', and 'Front View'.

**Features**

Shatters 70% of initial shaves at 100,000 hours.

Superior power factor independent interior projects.

Superior heat sinking with die cast aluminum housing and external of the 100 up to 277 Volts.

3-Year No Compromise Warranty

New! Help? Tech help line: 888.632.1000 Email: [sales@slighting.com](mailto:sales@slighting.com) Website: [www.slightsigning.com](http://www.slightsigning.com)

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[illegible]

## WPLED10N

### Technical Specifications (continued)

#### Construction

##### Cable Technology

Mercury and 10 free RoHS-compliant components.

##### Gaskets

High temperature silicone

##### LED Characteristics

###### Color Consistency

±1nm Macadam ellipse beam spreading to achieve maximum luminance to failure color

###### Color Stability

LED color temperature is maintained up to 50K hr more than 200K at color temperatures over a 5 year period

#### Color Temperature

A90 rating of Candelabra Color Temperature follows the guidelines of the American National Standard for Specifications for the Characterization of Solid State Lighting LED Products, ANSI C78-377-2017.

#### Lumen Maintenance

The LED will deliver 70% of its initial lumens at 100,000 hours of operation

#### Other

The design of the LACE is protected by U.S. Pat. D6,040,681 and patents pending in Canada, China and Taiwan.

#### Warranty

R&B warrants that our LED products will be free from defects in material and workmanship for a period of five (5) years from the date of shipment to the end user, including coverage of light output, color stability, lumen performance and lifetime. R&B warranty is subject to all terms and conditions found at [rblighting.com/warranty](http://rblighting.com/warranty).

#### Evaluation

Equivalent to 120W Metal Halide

#### HDI Replacement Range

Replaces 3x 120W metal halide

#### Buy American Act Compliance

R&B values USA manufacturing (plus imported). R&B has the ability to manufacture HDI products in compliance with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant.

#### Optical

##### BUG Rating

81 LU-GO

### Dimensions

Jantion Box Mount Configuration

### Features

High performance 100 lm/w engine

Maximum 700lm total lumens at 100,000 hours

Weatherproof high temperature silicone gasket

Superior heat sinking with dual aluminum housing and external fan

5 Year, No Burnout Warranty\*\*

Need help? Tech info or call: 1-888-725-5000 / [sales@wpalighting.com](mailto:sales@wpalighting.com) Or visit us: [www.wpalighting.com](http://www.wpalighting.com)

Copyright © 2021 W&P Lighting Inc. All Rights Reserved. Most specifications are listed as minimum unless otherwise indicated.

**PS4-11-1SD2**

**Type C1 and C2 Pole**

**RAB**

Square steel poles fabricated for 2 area lights at 180°. Designed for ground mounting. Poles are installed outdoors for quick shipment. Protective packaging ensures poles arrive at the job-site undamaged.

Color: **Bronze** Weight: **155.8 lbs**

**Project:** \_\_\_\_\_ **Type:** \_\_\_\_\_

**Prepared By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### Technical Specifications

|                                                                                 |                        |                              |
|---------------------------------------------------------------------------------|------------------------|------------------------------|
| <b>Compliance</b>                                                               | <b>Color:</b>          | <b>Shelf Life:</b>           |
| CMA Listed                                                                      | Bronze powder coating  | 4"                           |
| Includes fitment brackets                                                       | <b>Height:</b>         | <b>Hand Hole Dimensions:</b> |
| <b>Construction:</b>                                                            | <b>11'6"</b>           | 7" x 7"                      |
| <b>Shaft:</b>                                                                   | <b>Weight:</b>         | <b>Both Sides:</b>           |
| 4x4.5 sq. inch round pipe                                                       | 155 lbs                | 4' x 2'                      |
| <b>Hand Holes:</b>                                                              | <b>Gauges:</b>         | <b>Name Dimension:</b>       |
| Reinforced with grommeting lag and nut/bush cover                               | 11"                    | 6"                           |
| <b>Rise Points:</b>                                                             | <b>Wall Thickness:</b> |                              |
| Installed base plates 16.00 sq. ft.                                             | 1/8"                   |                              |
| <b>Shipping Protection:</b>                                                     |                        |                              |
| All poles are shipped in individual corrugated cartons to prevent finish damage |                        |                              |

Need help? Tech help line: 1-888-225-5900 Email: [sales@ralighting.com](mailto:sales@ralighting.com) Or visit: [www.ralighting.com](http://www.ralighting.com)

Copyright © 2021 RAB Lighting Inc. All Rights Reserved. Basic Specifications are subject to change without prior notice without service.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div> <div>PSA-11-15D2</div> <div></div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <div> <div>RAE</div> <div></div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <div> <div>Technical Specifications (continued)</div> <div> <div>Construction</div> <div> <div>Anchor Bolt:</div> <div>           Galvanized anchor bolts and galvanized hardware and anchor bolt template. All bolts have a "Finish".         </div> </div> <div> <div>Anchor Bolt Templates:</div> <div>           M40X102 Template used for precast 11" x 17" steel bar anchor size. (CHSD, KOLA, EPOXY, EPOC, TEMPL)           <br/>           Templates shipped with anchor bolts and available online.         </div> </div> </div> </div> | <div> <div> <div>Pre-Shipped Anchor Bolts</div> <div>           Bolts can be pre-shipped upon request for additional freight charge.           <br/> <b>Net DRA-150 Weights:</b> <br/>           780091 (1.8, 1A, 1B, 1C) Bz           <br/>           800919 (1.8, 1A, 1B, 1C) Bz           <br/>           900919 (1.8, 1A, 1B) Bz           <br/>           1000919 (1.8, 1A, 1B) Bz           <br/>           1100919 (1.8, 1A, 1B) Bz           <br/>           1200919 (1.8, 1A, 1B) Bz           <br/>           1300919 (1.8, 1A, 1B) Bz           <br/>           1400919 (1.8, 1A, 1B) Bz           <br/>           1500919 (1.8, 1A, 1B) Bz         </div> </div> <div> <div>Other</div> <div> <div>Terms of Sale:</div> <div>           Rate Terms of Sale is available upon request.           <br/> <b>Buy American Act Compliance:</b> <br/>           RAE values US manufacturing (upon request, RAE may be able to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for this product to be made-made, compliant.         </div> </div> </div> <div> <div> <div>Dimensions</div> <div> </div> </div> <div> <div> <div>Features</div> <div>           Designed for ground mounting           <br/>           Ready for TNC anodized coating           <br/>           Reinforced backside with groundrod lug and removable cover for easy many ways           <br/>           Hot, exp. base covers &amp; bolts are sold separately           <br/>           Custom manufactured for each application         </div> </div> </div> </div></div> |
| <div> <div>Need help? Tech help line: (888) 122-1500 Email: <a href="mailto:sales@raefighting.com">sales@raefighting.com</a> Website: <a href="http://www.raefighting.com">www.raefighting.com</a></div> <div>Copyright © 2022 RAE Fighting Technology, Inc. All Rights Reserved. Note: Specifications are subject to change without prior written notice.</div> </div>                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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| <h1>A17-47T0N</h1>                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
| Technical Specifications (continued)                                                                                                                                                                                                                                               |                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
| <b>Construction</b>                                                                                                                                                                                                                                                                | <b>Finish:</b>                                                                                                                                                                                             | <b>Other</b>                                                                                                                                                                                                                            |
| <b>IP Rating:</b>                                                                                                                                                                                                                                                                  | <b>Color Technology:</b>                                                                                                                                                                                   | <b>S 5 Limited Warranty:</b>                                                                                                                                                                                                            |
| Ingress protection rating of IP65 for dust and water.                                                                                                                                                                                                                              | Monitors and is from A&P compliant components.                                                                                                                                                             | The P10 S5, limited warranty covers light source, driver performance and panel finish. A&P warranty is subject to terms and conditions found at <a href="#">ledlightingusa.com/terms</a> .                                              |
| <b>Vibration Rating:</b>                                                                                                                                                                                                                                                           | <b>LED Characteristics</b>                                                                                                                                                                                 |                                                                                                                                                                                                                                         |
| 30 vibration rating per ANSI C136.31                                                                                                                                                                                                                                               | <b>LDC:</b>                                                                                                                                                                                                | <b>Buy American Act Compliance:</b>                                                                                                                                                                                                     |
| <b>DNA</b>                                                                                                                                                                                                                                                                         | Long life, high-efficiency, surface-mount LED's                                                                                                                                                            | A&P values LED manufacturing process involved. A&P can accept to manufacture this product to be compliant with the Buy American Act (BAA). Please contact customer service to request a quote for the product to be made BAA compliant. |
| 1 Fixture @ 0-6                                                                                                                                                                                                                                                                    | <b>Color Uniformity:</b>                                                                                                                                                                                   |                                                                                                                                                                                                                                         |
| 2 Fixtures at 90° 0-20                                                                                                                                                                                                                                                             | A&P target Color-Correlated Color Temperature follows the guidelines of the American National Standard for Specification for the Chromaticity of Solid State Lighting (ANSI Standards, ANSI/CES E-1-2017). |                                                                                                                                                                                                                                         |
| 3 Fixtures at 180° 0-60                                                                                                                                                                                                                                                            |                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
| 4 Fixtures at 90° 0-20                                                                                                                                                                                                                                                             |                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
| <b>P10 with Optimer &amp; Adjustable Beam Mounting Accessory (Data Separately)</b>                                                                                                                                                                                                 |                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
| 1 Fixture @ 0-6                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
| 2 Fixtures at 90° 0-20                                                                                                                                                                                                                                                             |                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
| 3 Fixtures at 180° 1-30                                                                                                                                                                                                                                                            |                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
| 4 Fixtures at 90° 1-30                                                                                                                                                                                                                                                             |                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
| 4 Fixtures at 90° 1-30                                                                                                                                                                                                                                                             |                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
| <b>Mounting:</b>                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
| Universal mounting eye compatible for both sports spectators' venues or 10' to 15' center to center. Round - Pin-A Adapter pins included as standard (See page 4) and lock nut mount fixture with size. Round pin-A connector must be used as a mount fixture at 90° orientations. |                                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
| <b>Dimensions</b>                                                                                                                                                                                                                                                                  | <b>Features</b>                                                                                                                                                                                            |                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                                                                                    | • 100° Viewing (Standard)<br>• 100,000 hours LED lifespan<br>• 5 Year Limited Warranty                                                                                                                     |                                                                                                                                                                                                                                         |

[Sales@ledlightingusa.com](mailto:Sales@ledlightingusa.com) | [www.ledlightingusa.com](http://www.ledlightingusa.com)  
 Copyright © 2022 A&P Led Lighting Mfg. Corp. Note: Specifications are subject to change at any time without notice.

| Ordering Metric |                    |                               |                   |                        |                          |        |         |  |  |
|-----------------|--------------------|-------------------------------|-------------------|------------------------|--------------------------|--------|---------|--|--|
| Family          | AT                 | Distribution                  | Warranty/Comments | Mounting               | Color Temp               | Driver | Options |  |  |
| <b>A17</b>      | -                  | <b>AT</b>                     | <b>70</b>         |                        | <b>N</b>                 |        |         |  |  |
| 17 = Feet       | 200-700010000.00   | Black = Universal Plug Mount  | Black = 500K Cool | Black = 100-277V 5-10W | Black = No Option        |        |         |  |  |
| 40 = 4000K      | 200-1000010000.00  | SR = Surface-Mounts available | SR = 500K Neutral | Dimming =              | TPRS = Low-Heat-Sink and |        |         |  |  |
| 50 = 5000K      | 200-1500010000.00  | SP = Surface-Mounts available | SP = 500K 1-24V   | AC/DC = 100-190        | TPRS = Low-Heat-Sink and |        |         |  |  |
| 55 = Type 1     | 200-2000010000.00  |                               |                   |                        | Dimming =                |        |         |  |  |
|                 | 200-2500010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-3000010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-3500010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-4000010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-4500010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-5000010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-5500010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-6000010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-6500010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-7000010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-7500010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-8000010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-8500010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-9000010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-9500010000.00  |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-10000010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-10500010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-11000010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-11500010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-12000010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-12500010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-13000010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-13500010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-14000010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-14500010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-15000010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-15500010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-16000010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-16500010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-17000010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-17500010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-18000010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-18500010000.00 |                               |                   |                        | AC/DC = 100-190          |        |         |  |  |
|                 | 200-19000010000.00 |                               |                   |                        |                          |        |         |  |  |







**Contractor Select®**  
**656MM/65SEM®**  
5 1/8" LED Module

Most popular LED luminaire available for your every lighting need, using aluminum extrusion, polycarbonate, 30mm LED length to meet manufacturers 5' and 6' required - can ship housing, can be delivered back to us and returns 75% light output after 50,000 hrs of use. Ideal for both existing and new construction in existing residential and light commercial settings in wall/wallless, ceiling, wall chase and others.

**FEATURES:**

- 656MM available in 3 color temperatures: 2700K, 3000K or 4000K
- 656MM Available in 3000K temperature
- We Location Lighting for indoor and outdoor installations
- 12s average included, except or product shipping to California.

**LEDGEAR**








| LED Luminaire      | SKU            | Description       | Output watt         | Length | Height | Wt.     | Color | Temp. | Beam     | Price (12) |
|--------------------|----------------|-------------------|---------------------|--------|--------|---------|-------|-------|----------|------------|
| 656MM/65 LED 2700K | 656MM/65-2700K | 5 1/8" LED Module | 40 Watts/Equivalent | 12"    | 100mm  | 1.5 lbs | 2700K | 30°   | 90°/180° | 100        |
| 656MM/65 LED 3000K | 656MM/65-3000K | 5 1/8" LED Module | 40 Watts/Equivalent | 12"    | 100mm  | 1.5 lbs | 3000K | 30°   | 90°/180° | 100        |
| 656MM/65 LED 4000K | 656MM/65-4000K | 5 1/8" LED Module | 40 Watts/Equivalent | 12"    | 100mm  | 1.5 lbs | 4000K | 30°   | 90°/180° | 100        |
| 656MM/65 LED 4000K | 656MM/65-4000K | 5 1/8" LED Module | 40 Watts/Equivalent | 12"    | 100mm  | 1.5 lbs | 4000K | 30°   | 90°/180° | 100        |

**Compatible Dimmer Switches**

| Manufacturer        | Model/Type | Part Number | Type                       |
|---------------------|------------|-------------|----------------------------|
| Leviton             | Series     | 600-P       | 600W Transistor            |
| Leviton             | Series     | 600-1P      | 1000W/125V-600W Transistor |
| Leviton             | Series     | 650-SEP     | 1000W/125V-600W Transistor |
| Leviton             | Series     | 650-SEP     | 1000W/125V-600W Transistor |
| Leviton             | Series     | 650-SEP     | 1000W/125V-600W Transistor |
| Rockwell Automation | Series     | 650-SEP     | 1000W/125V-600W Transistor |
| Siemens             | Series     | 650-SEP     | 1000W/125V-600W Transistor |

\*The maximum power of LED luminaire is 40 Watts.

**NOTES**

1. LEDGEAR must be selected for product shipping to California.

2. LEDGEAR is not a company selling products.

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## GENERAL NOTES - CODE PLAN

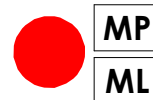
### RATED PARTITION LEGEND

|                                                                                     |      |                        |
|-------------------------------------------------------------------------------------|------|------------------------|
|  | 1 FW | 1 HOUR RATED FIRE WALL |
|  | 2 FW | 2 HOUR RATED FIRE WALL |
|  | 3 FW | 3 HOUR RATED FIRE WALL |

## Building Occupancy Legend

 B BUSINESS OCCUPANCY  
 F-1 OCCUPANCY  
 H-2 OCCUPANCY  
 H-2 OCCUPANCY (EXISTING)  
 S-1 OCCUPANCY

|                                                                                         |                                   |
|-----------------------------------------------------------------------------------------|-----------------------------------|
|      | EXIT ACCESS                       |
| 34   | EXIT WIDTH                        |
|      | EXIT LIGHT                        |
|  FE  | FIRE EXTINGUISHER<br>BRACKET MTD. |
|  FEC | FIRE EXTINGUISHER<br>CABINET      |





|                               |                        |
|-------------------------------|------------------------|
| <b>TAX KEY NUMBER(S)</b>      | <b>CONDITIONAL USE</b> |
| <b>OR PARCEL(S) INVOLVED:</b> | <b>PERMIT:</b>         |
|                               | <b>NO. CUP-22-11-1</b> |

**TAX KEY NUMBER(S)  
OR PARCEL(S) INVOLVED:**

**CONDITIONAL USE  
PERMIT:  
NO. CUP-22-11-1**

**PWC 0963999030**

**LEGAL DESCRIPTION:**

LOT 24 CERT SURV 3998 VOL 31/116 REC AS DOC# 1154421 PT  
SW1/4 SEC 25 T7N R19E :: DOC# 4116472

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

## CFR Engines

Recording area

Name &amp; Return Address

City of Pewaukee  
W240N3065 Pewaukee Rd  
Pewaukee, WI 53072

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

**WHEREAS,** The City Plan Commission has held a meeting on November 17, 2022; has reviewed the various elements of the petitioner’s proposal; and has recommended that a Conditional Use Permit be granted to the above-named petitioner for the property/parcel identified above; and,

**WHEREAS,** The City Common Council held a public hearing meeting on November 21, 2022.

**NOW, THEREFORE,** let it be known that the City Common Council, by its action on November 21, 2022 has, hereby, granted a Conditional Use Permit for the following use(s):

### Utilization of a proposed chemical storage building.

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

No conditions.

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

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Signature of equitable owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kelly Tarczewski  
City Clerk

\_\_\_\_\_  
Steve Bierce  
Mayor, City of Pewaukee

\_\_\_\_\_  
Date

State of Wisconsin  
County of Waukesha

Signed or attested before me on \_\_\_\_\_, 2022 by Steve Bierce, Mayor and Kelly Tarczewski, Clerk.

(Seal)

\_\_\_\_\_  
Ami Hurd  
My Commission expires \_\_\_\_\_

This instrument was drafted by Ami Hurd, Deputy Clerk



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

**DATE:** November 21, 2022

**DEPARTMENT:** Planning

**PROVIDED BY:**

***SUBJECT:***

**PUBLIC HEARING,** Discussion and Possible Action Regarding a Conditional Use Permit for **Broken Bat Enterprises**/Michael Helmuth for Property Located at N8 W22520 Johnson Drive Unit C (PWC 0961-997-009) for the Purpose of Operating an Indoor Baseball Training Facility [Fuchs]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Broken Bat staff report 11.17.22

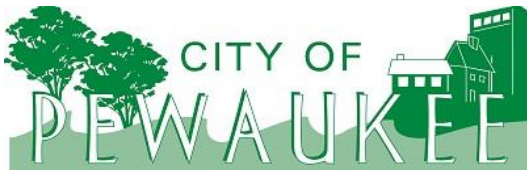
Broken Bat Conditional Use proposal

Broken Bat Conditional Use plans

Broken Bat Conditional Use application

Broken Bat Conditional Use baseball schedule

Broken Bat draft Conditional Use Permit



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

## REPORT TO THE PLAN COMMISSION

Meeting of November 17, 2022

---

**Date:** November 10, 2022

**Project Name:** Broken Bat Enterprises, LLC Conditional Use Permit

**Project Address/Tax Key No.:** N8W22520 Johnson Drive, Unit C/PWC 0961997009

**Applicant:** Broken Bat Enterprises, LLC

**Property Owner:** E & J PROPERTY MANAGEMENT INC

**Current Zoning:** M-2 Limited Industrial District

**2050 Land Use Map Designation:** Manufacturing/Fabrication/Warehousing

**Use of Surrounding Properties:** I-94 to the north and industrial to the south, east, and west

---

### Introduction

The applicant filed a Conditional Use Permit Application requesting approval to locate a baseball and softball training facility business use within an existing condominium unit located at N8W22520 Johnson Drive, Unit C.

This multi-tenant building is zoned M-2 Limited Industrial District and designated as Manufacturing/Fabrication/Warehousing on the City's Year 2050 Land Use/Transportation Plan map. The M-2 District allows "physical fitness and training centers" as a Conditional Use.

### Project Description/Analysis

The existing tenant space is about 2,900 square feet. The proposed use will consist primarily of private instruction for baseball/softball players ranging between 6 and 18 years of age. According to the applicant there will be approximately four to eight people at the facility at any given time.

There are not set hours as lessons will be by appointment. Appointments will generally be made Monday through Friday between 3:00 p.m. to 10:00 p.m. and Saturday and Sunday between 8:00 a.m. and 8:00 p.m.

The applicant has confirmed that no exterior site or building modifications are proposed. The applicant also indicated that there are no specific use restrictions or bylaws that would require Condominium Association approval.

### Recommendation

Staff recommends approval of the Conditional Use Permit for Broken Bat Enterprises, LLC to operate a baseball and softball training facility at N8W22520 Johnson Drive, Unit C.





Professional  
Construction  
Management

11914 W Silver Spring Drive  
Milwaukee, WI 53225  
o/f: 414-393-0164

Proposal # 22-035-01

9/16/2022

Mike Helmuth  
N8 W22520 Johnson Drive Unit C  
Waukesha, WI 53186

Re: Unit C Baseball facility

Dear Mr. Helmuth,

Attached is my proposal for the renovation of Unit C into a baseball training facility. Scope includes the modification of the CMU wall to include a steel header 16' wide x 10' tall. The internal steel stud and drywall walls will all be demolished. The HVAC units located in the mezzanine will be suspended to the joists above. Outlets for the Hit Trax and outside walls will be added for code.

|      |                  |                 |
|------|------------------|-----------------|
| Cost |                  | \$62,413        |
|      |                  | <hr/>           |
|      |                  | \$62,413        |
|      | Construction Fee | <hr/>           |
|      |                  | \$4,369         |
|      |                  | <hr/>           |
|      |                  | <b>\$66,782</b> |

Please let me know if you have any questions.  
Project to take approx. 8 - 10 weeks.

Sincerely,

*Joe Peters*

Joe Peters  
PM



Professional  
Construction  
Management

11914 W Silver Spring Drive  
Milwaukee, WI 53225  
o/f: 414-393-0164

Proposal # 22-035-01

9/16/2022

**Re: Unit C Baseball facility**

| Cost Code        | Description                           | Base Proposal |  |  | Total           |
|------------------|---------------------------------------|---------------|--|--|-----------------|
| 10200            | Permit-Local-By Owner                 | \$0           |  |  | \$0             |
| 10250            | Architectural Fees                    | \$2,500       |  |  | \$2,500         |
| 10250            | Structural Fees (TBD - if needed)     | \$0           |  |  | \$0             |
| 10300            | Temp Toilets, use on site toilets     | \$0           |  |  | \$0             |
| 10600            | Supervision                           | \$5,700       |  |  | \$5,700         |
| 15900            | Clean Up /Dumpsters                   | \$2,600       |  |  | \$2,600         |
| 20000            | Demolition                            | \$12,800      |  |  | \$12,800        |
| 42000            | Masonry                               | \$10,500      |  |  | \$10,500        |
| 87100            | Storefront Window                     | \$0           |  |  | \$0             |
| 92600            | Drywall/ Steel studs (closet framing) | \$500         |  |  | \$500           |
| 99100            | Painting                              | \$4,500       |  |  | \$4,500         |
| 220000           | Plumbing                              | \$3,500       |  |  | \$3,500         |
| 230000           | HVAC                                  | \$4,900       |  |  | \$4,900         |
| 260000           | Electrical                            | \$14,913      |  |  | \$14,913        |
|                  |                                       |               |  |  | \$62,413        |
| Construction Fee |                                       |               |  |  | \$4,369         |
|                  |                                       |               |  |  | <b>\$66,782</b> |

Project scope includes:

**-General Conditions includes the following:**

- allowance for building permit, provide Supervision of all associated trades
- provide architectural permit set for submission to local AHJ, allowance for structural engineering if needed

**-Demolition includes the following:**

- demolish all interior partitions, walls and ceilings

**-Masonry includes the following:**

- demolish CMU wall completely

**-Drywall / Steel studs includes the following:**

- frame / drywall new utility closet , utilize existing door

**-Painting includes the following:**



-paint walls in demolished facility, ceiling color to remain

**-Plumbing includes the following:**

-existing bathroom to remain : supply and install Kohler ADA highline toilet , bath sink to remain

-existing bathroom to be demo'd : remove and cap sink , remove and cap bath toilet

-new bathing cage area: demo and cap water, waste & vent pipes

-waste pipe to be capped above floor , NOTE: equipment to be removed by Owner

**-HVAC includes the following:**

-suspend HVAC units from steel joists

-remove unused duct, remove (1) zone system, remove unused duct, relocate thermostats

**-Electrical includes the following:**

-provide electrical permit, temp. lighting for construction, design & as-builts

-demo (13) existings 2x2 fixtures, remove/ salvage (5) 18,000 LED high-bays for reuse, (1) remove and turn over existing cameras, (1) electrically disconnect walls and misc. equip. to accommodate demolition and disposal by others

-(5) reinstall salvaged 18,000 lumen LED high-bay fixtures, (5) add on occupancy sensors for salvaged high bay fixtures, (7) furnish and install 18,000 LED high bay fixtures with integral occupancy sensors to , (12) twist lock receptacles for new high bay location, (4) dual head emergency fixtures with integral battery backup, (2) combination exit / emergency fixtures, (2) switches for high bays, (1) wall mounted occupancy sensor to replace single pole switch in ETR toilet room

-wire (6) surface mounted convenience receptacles, (2) show window receptacles, (2) 'Hit-Trax' receptacles, (1) home run wiring

This proposal is based on preliminary drawings provided on the above referenced date.

Costs are subject to change based on final design and site conditions.

Owner is responsible to carry builder's risk insurance and name Professional Construction Management as additional insured on policy.

Guarantees: All material and workmanship shall be guaranteed for a period of one year after date of occupancy

Payments: Applications for payment will be submitted monthly on the last day of the month. Payments shall be net thirty (30) calendar days. PCM will furnish a general contractor lien waiver when the payments are received. Prior to the second application for payment, PCM will furnish all subcontractor lien waivers from the previous application.

The following items are not included with this proposal:

-unknown or unforeseen conditions

-utility company charges for temporary and/or permanent service

-impact fees required by developer or municipality

-fire and security alarm systems

-telephone system, including wiring, wall plates, or final connections

-intercom sound system

-sureties or bonds required by developer or municipality

- site or building signage
- ADA related remodeling costs other than mentioned above
- furnishings and equipment
- window treatments

Allowances in the above proposal are subject to adjustment upon completion of the particular work involved.

As required by the Wisconsin Construction Lien Law, Contractor hereby notifies Owner that persons or companies furnishing labor or materials for the construction on Owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who contact directly with the Owner or those who give the Owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Contractor agrees to cooperate with the Owner and the Owner's lender, if any, to see that all potential lien claimants are duly paid.

Acceptance of Proposal: The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as written above.

Submitted by:  
Professional Construction Management

  
Joe Peters  
Project Manager

---

Accepted

---

Date



CONSULTANTS:

TENANT

N8 W22520-C JOHNSON DRIVE PEWAUKEE, WI 53186

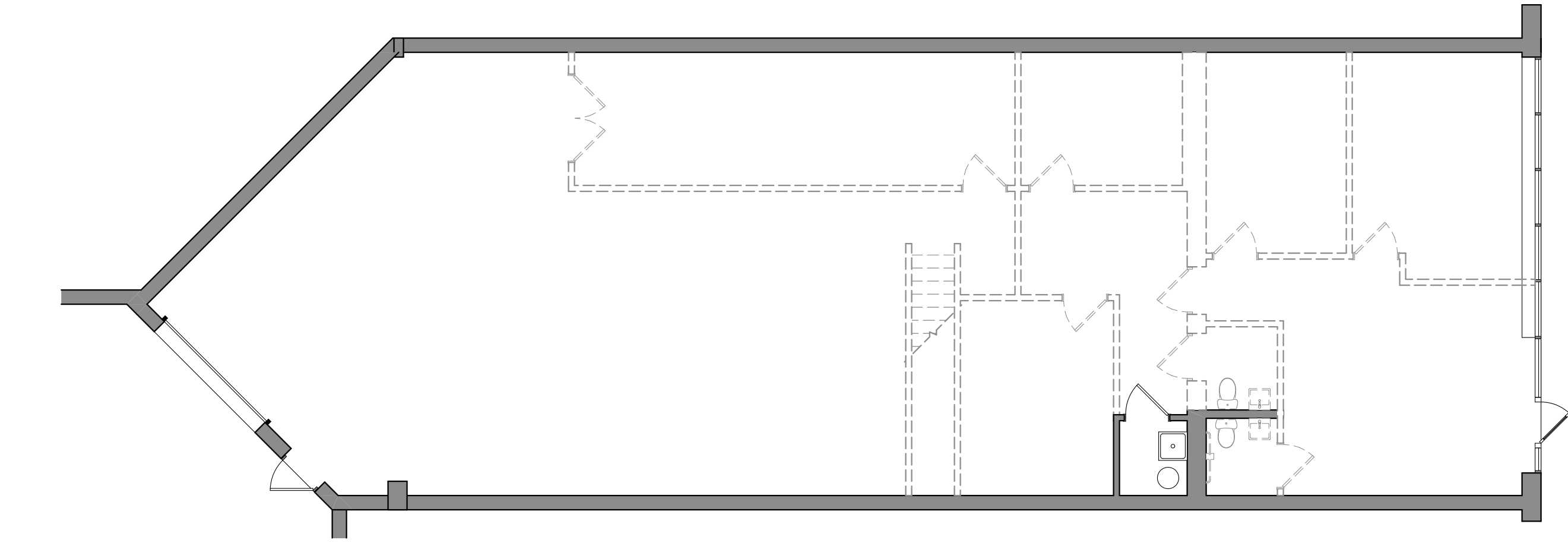
DRAWING ISSUE  
PRELIMINARY

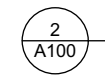
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9-28-22

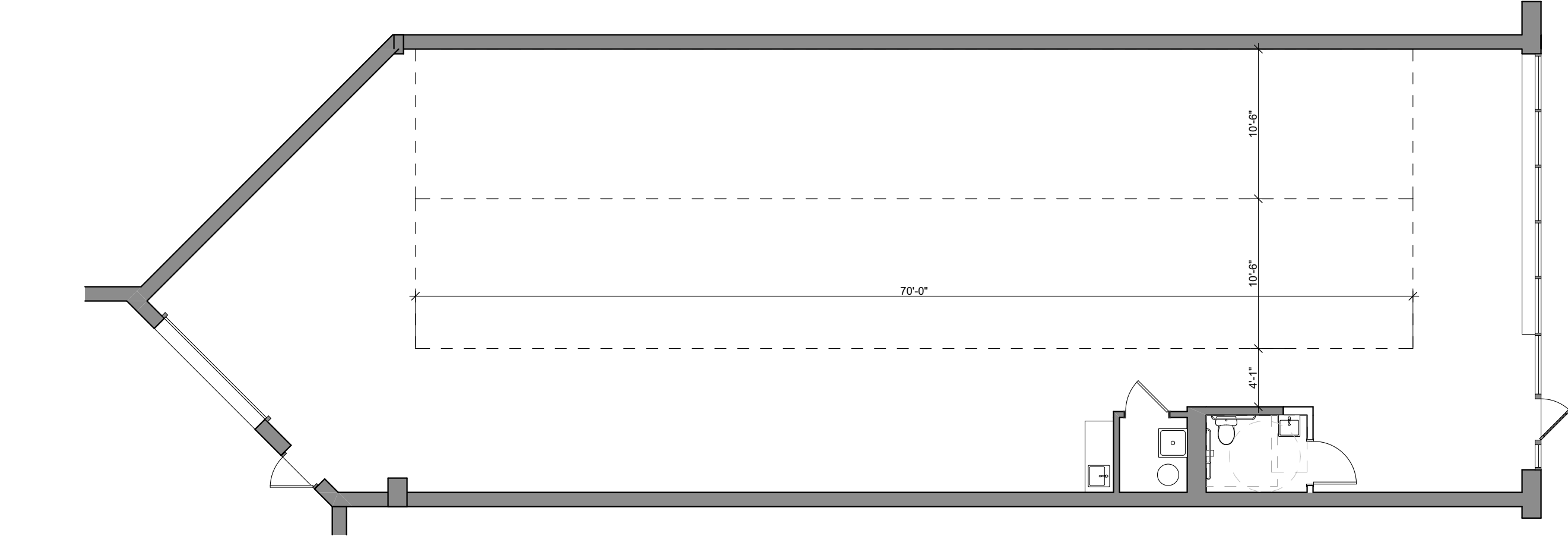
PROJECT # 22077

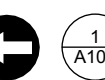
FIRST FLOOR PLAN

A100

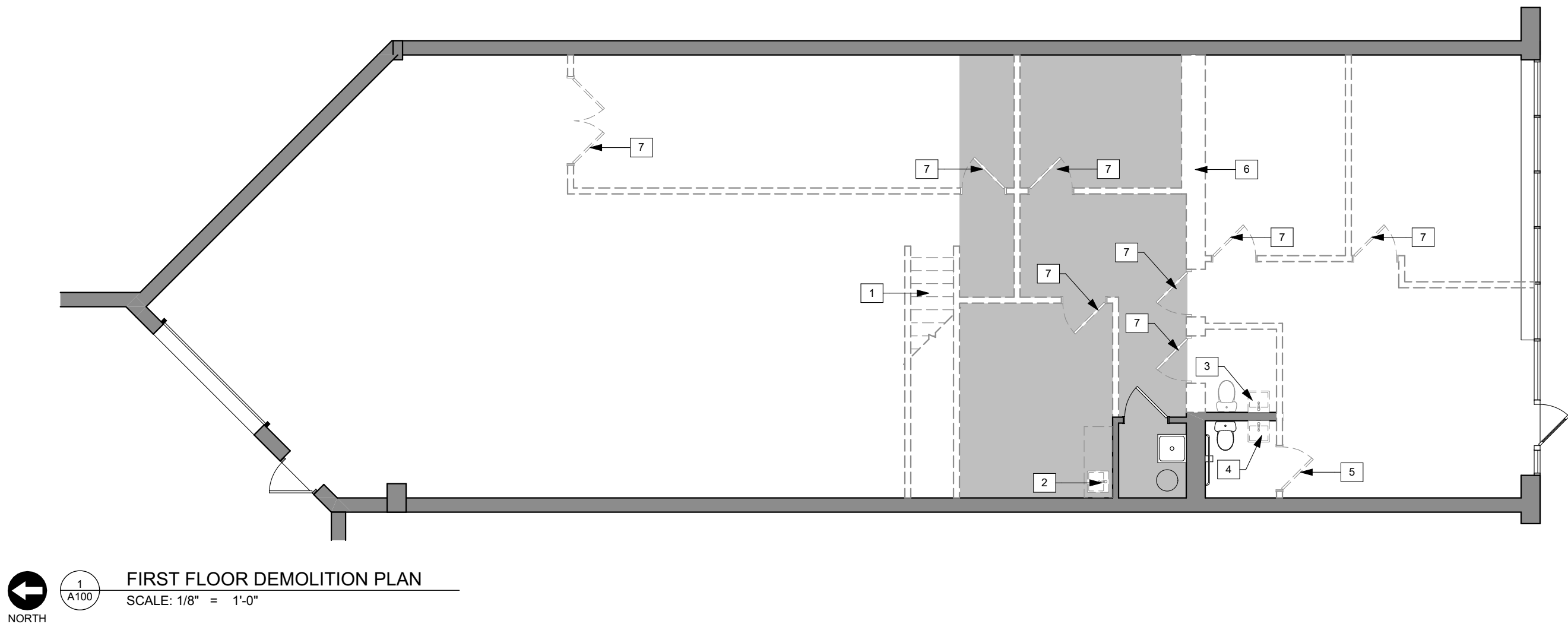


 **FIRST FLOOR DEMOLITION PLAN**  
SCALE: 1/8" = 1'-0"



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



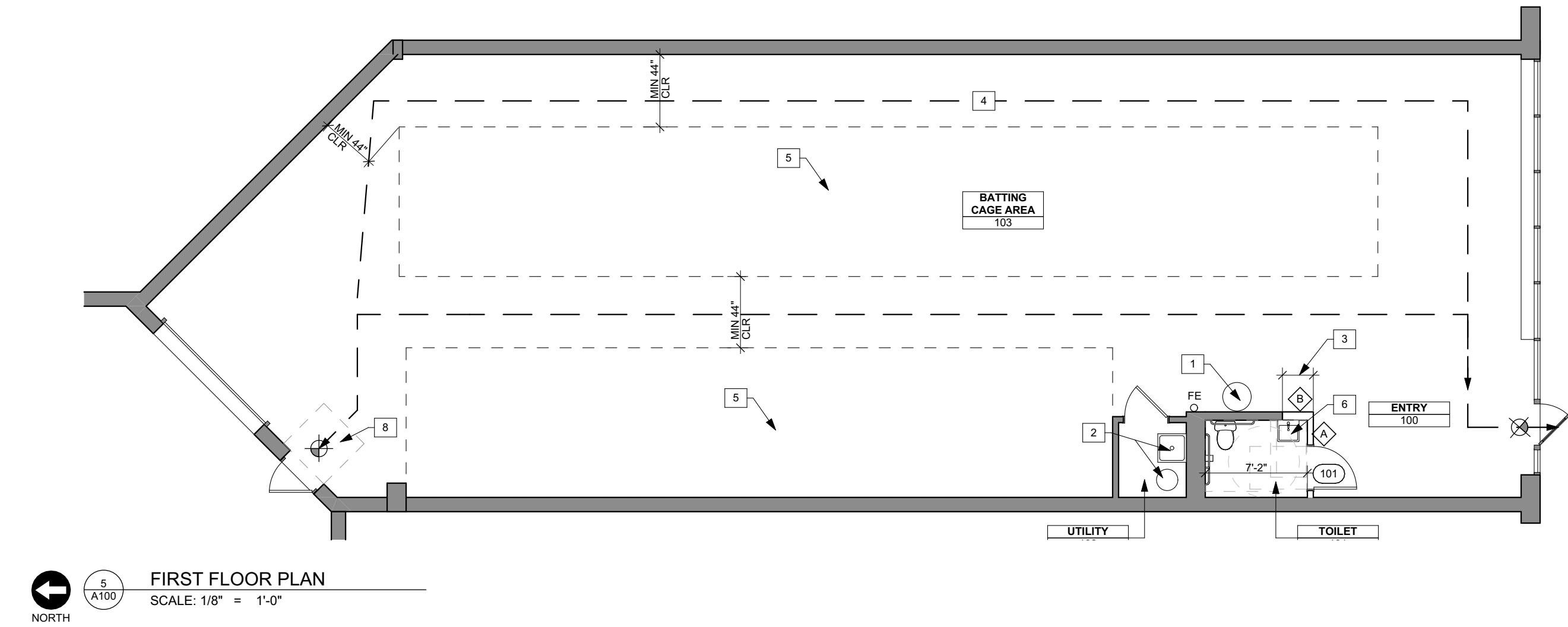


DEMOLITION - GENERAL NOTES

- IF ANY PORTION OF THE CONSTRUCTION DOCUMENTS ARE UNCLEAR, INCOMPLETE IN THEIR DIRECTION, OR CONFLICTS WITH OTHER PORTIONS OF THE WORK, PLEASE NOTIFY THE ARCHITECT PRIOR TO EXECUTING THAT WORK.
- PROVIDE DEMOLITION WORK SHOWN ON THE DRAWINGS AND RELATED AND INCIDENTAL DEMOLITION WORK REQUIRED TO COMPLETE NEW CONSTRUCTION WORK.
- REMOVE ENTIRE WALL ASSEMBLY INDICATED TO BE DEMOLISHED, INCLUDING CONCEALED ELEMENTS WITHIN THE PARTITIONS AND ABOVE CEILING CONSTRUCTION (UNO).
- PROTECT EXISTING CONSTRUCTION TO REMAIN FROM DAMAGE DURING DEMOLITION AND / OR NEW CONSTRUCTION OPERATIONS. CONDUCT DEMOLITION OPERATIONS SO AS TO MINIMIZE THE DEVELOPMENT AND SPREAD OF DUST.
- REMOVE DEMOLITION MATERIALS FROM SITE PROMPTLY AND DISPOSE OF LEGALLY OFF SITE.
- DO NOT ALTER THE STRUCTURAL INTEGRITY OF THE EXISTING BUILDING OR ITS ASSEMBLIES UNLESS SPECIFICALLY NOTED OTHERWISE.
- UPON REMOVAL OF FINISH MATERIALS INDICATED, PREPARE SUBSTRATE TO RECEIVE NEW FINISH. REFER ALSO TO ROOM FINISH SCHEDULE FOR NEW MATERIALS. REPAIR ANY EXISTING DAMAGE OR DAMAGE ARISING FROM DEMOLITION OPERATIONS TO MATCH EXISTING AND AS NEEDED FOR INSTALLATION OF NEW FINISHES.
- IN WALLS TO BE REFINISHED, REMOVE EXISTING MISCELLANEOUS ACCESSORIES TO FACILITATE THE INSTALLATION OF NEW FINISHES. PATCH, REPAIR, AND PREP WALLS TO RECEIVE NEW FINISHES. ITEMS REMOVED TO BE SALVAGED AND GIVEN BACK TO OWNER.
- REMOVE ALL WALL CONDUITS LEFT AFTER WALL DEMOLITION INCLUDING SWITCH BOXES, PLATES, BRIDGES, PLUMBING LINES, OR ANY OTHER TELEPHONE OR ELECTRICAL WIRING AND EQUIPMENT. DEMOLISHED LINES ARE TO BE BROUGHT BACK TO PANELS, RISERS, ETC. AND DISCONNECTED OR CAPPED.

FIRST FLOOR DEMOLITION NOTES

- EXISTING TO REMAIN  
EXISTING TO BE REMOVED  
EXISTING MEZZANINE TO BE REMOVED
- EXISTING FLOORING AND BASE THROUGHOUT TO BE REMOVED
  - EXISTING LAY-IN CEILINGS THROUGHOUT TO BE REMOVED
  - EXISTING STAIRWAY TO BE REMOVED
  - EXISTING MILLWORK AND SINK TO BE REMOVED. CAP OFF PLUMBING AS REQUIRED
  - EXISTING TOILET AND SINK TO BE REMOVED. CAP OFF PLUMBING AS REQUIRED
  - EXISTING SINK TO BE REMOVED AND RELOCATED TO NEW LOCATION
  - EXISTING DOOR AND FRAME TO BE REMOVED AND RELOCATED TO NEW LOCATION
  - EXISTING NON BEARING MASONRY WALL TO BE REMOVED
  - EXISTING DOOR AND FRAMES TO BE REMOVED



GENERAL FLOOR PLAN NOTES

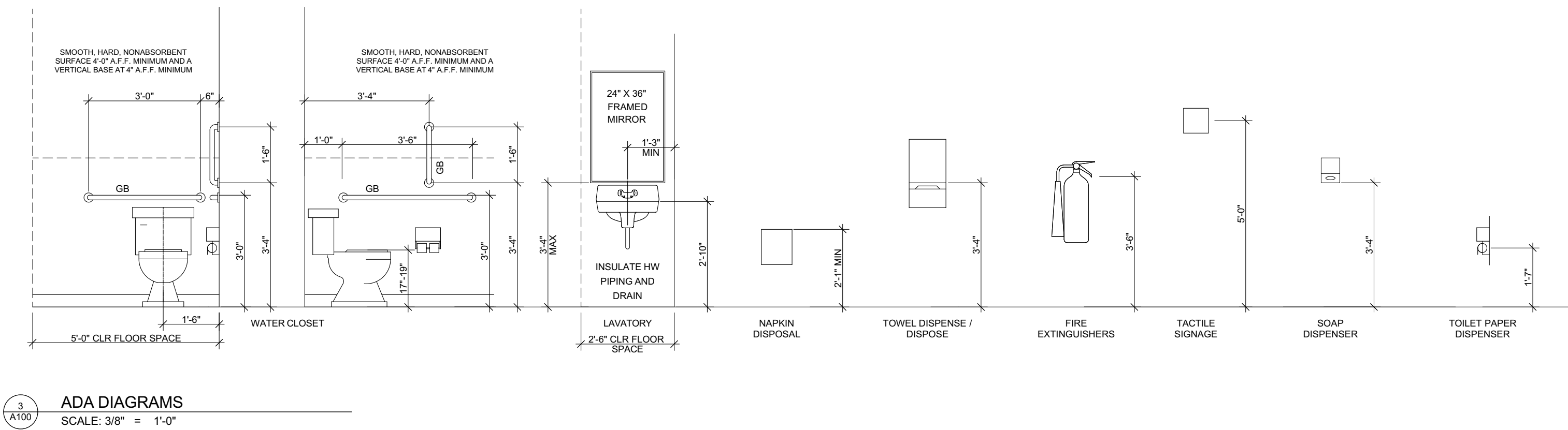
- IF ANY PORTION OF THE CONSTRUCTION DOCUMENTS ARE UNCLEAR, INCOMPLETE IN THEIR DIRECTION, OR CONFLICTS WITH OTHER PORTIONS OF THE WORK, PLEASE NOTIFY THE ARCHITECT PRIOR TO EXECUTING THAT WORK.
- NOTIFY ARCHITECT PROMPTLY IF THE CONSTRUCTION DOCUMENTS ARE INCONSISTENT WITH ANY APPLICABLE CODES OR REGULATIONS.
- INSTALL BLOCKING IN WALLS, CEILING AND FLOORS AS REQUIRED FOR THE ATTACHMENT OF ANY ITEMS OR EQUIPMENT SHOWN IN THE CONSTRUCTION DOCUMENTS.
- CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD PRIOR TO EXECUTION OF WORK.
- TYPICAL FLOOR PLAN DIMENSIONS ARE SHOWN TO THE EXTERIOR FACE OF WALLS, UNLESS NOTED OTHERWISE.
- COORDINATE EXACT LOCATION OF LIGHT FIXTURES, ACCESS PANELS, SPEAKERS, HVAC DUCTS, GRILLS, DIFFUSERS AND OTHER SUCH PERTINENT TRADES. NOTIFY ARCHITECT IF ANY LOCATIONS OR CONDITIONS CONFLICT WITH THE DESIGN INTENT SHOWN IN THESE CONSTRUCTION DOCUMENTS.

FLOOR PLAN NOTES

- EXIT SIGN  
FIRE EXTINGUISHER
- EXISTING TO REMAIN  
NEW PARTITION - SEE GRAPHIC WALL SCHEDULE
- WATER COOLER - BY OWNER
  - EXISTING MOP SINK AND WATER HEATER
  - EXTEND METAL FRAMING AND GYP BD OVER TOILET EXTENSION TO PROVIDE EXTENDED GYP BD CAP. FILL FRAMING ABOVE WITH SOUND INSULATION.
  - COMMON PATH OF TRAVEL - 50' DISTANCE ALLOWED = 100' ALLOWED PER IBC TABLE 1006.2.1 ("B" USE)
  - BATTING CAGE - BY OWNER
  - RELOCATED SINK
  - PROVIDE ADA GRAB BARS AND INSULATE HOT WATER PIPING AS REQUIRED TO MEET ADA REQUIREMENT SHOWN IN DETAIL 3/A100
  - PROVIDE 4' X 4' CLEAR FLOOR AREA AT DOOR

DOOR NOTES

DOOR 101: REUSE EXISTING COMPLIANT DOOR, FRAME, AND HARDWARE. NOTE: CLOSER IS NOT ALLOWED ON DOOR TO MEET ADA REQUIREMENTS



BUILDING ADDITION FOR  
JOHNSON DRIVE BASEBALL  
FACILITY

N8 W22520-C JOHNSON DRIVE PEWAUKEE, WI 53186



SHEET INDEX

| ID   | NAME                                      |
|------|-------------------------------------------|
| A100 | COVER SHEET, FLORO PLAN, DEMO PLAN, NOTES |

**PLAN CONDITIONALLY APPROVED**

No Variation of this Plan is Permitted without the Approval of E-Plan Exam and the Municipal Building Inspection Department. See Plan Review Letter and/or Permit for additional conditions that must be addressed during construction prior to inspection.

Review Type: Building & Structure Review Only

Approved By: [Signature] Date: 10/14/2022

BUILDING CODE SUMMARY

|                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BASED ON THE           | 2015 INTERNATIONAL BUILDING CODE WITH WISCONSIN AMENDMENTS SPS 362<br><br>2015 INTERNATIONAL EXISTING BUILDING CODE WITH WISCONSIN AMENDMENTS SPS 366<br><br>ACCESSIBILITY CODE:<br>2009 ICC/ANSI A117.1 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES<br><br>ENERGY CODE:<br>2015 IECC INTERNATIONAL ENERGY CONSERVATION CODE WITH WISCONSIN AMENDMENTS SPS 363<br><br>MECHANICAL CODE:<br>2015 INTERNATIONAL MECHANICAL CODE WITH WISCONSIN AMENDMENTS SPS 364<br><br>PLUMBING CODE:<br>2014 WISCONSIN PLUMBING CODE SPS 381-387<br><br>ELECTRICAL CODE:<br>2011 NFPA 70 NATIONAL ELECTRICAL CODE WITH WISCONSIN AMENDMENTS SPS 316 |
| ALTERATION TYPE        | 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| ALTERATION AREA        | 2671 SF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| OCCUPANCY/USE          | B - BUSINESS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| SPRINKLER SYSTEM       | COMPLETE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| CONSTRUCTION TYPE      | TYPE 2b                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| SEPERATION REQUIREMENT | B / S1 / F1 - NONE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| OCCUPANT COUNT         | 14                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

**CITYSCAPE**  
ARCHITECTURE /  
DEVELOPMENT, S.C.

13700 W. GREENFIELD AVE  
BROOKFIELD, WI 53005  
262-370-5865

www.cityscapearchitecture.com

JOHNSON DRIVE BASEBALL FACILITY

N8 W22520-C JOHNSON DRIVE PEWAUKEE, WI 53186

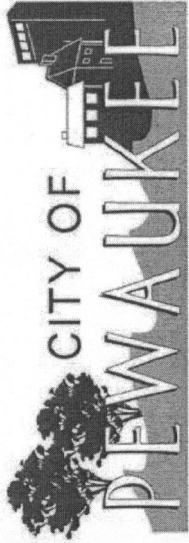
PROJECT # 22077

COVER SHEET,  
FLORO PLAN,  
DEMO PLAN,  
NOTES

A100

© 2022 CITYSCAPE  
ARCHITECTURE /  
DEVELOPMENT, S.C.





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

### PETITION FOR CONDITIONAL USE

TO THE HONORABLE MAYOR AND COMMON COUNCIL OF THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

The undersigned hereby petitions the Common Council of the City of Pewaukee, Waukesha County, Wisconsin for a Conditional Use Permit for the purpose of:

Lessons Facility  
Boating Cages / Private Baseball Softball

Legal description of property – Please attach.

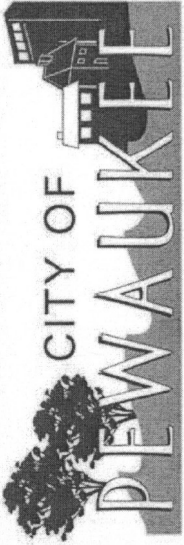
Common property description or name: ON Deck Sports Training  
Property Address: N8 W22520 Johnson Dr. Unit C Tax Key Number(s): PWC 0961997009  
Property owner(s) (Full Legal Name): Michael A. Helmut Stephanie J. Helmut  
Owner's Address: N37 W23700 Broken Hill Cir S City/State/Zip: Pewaukee, WI 53072  
Phone: 414-807-0261 Email: helmutm@comcast.net

Applicant (Full Legal Name):

Name: Michael A. Helmut Contact Person (Full Legal Name): Same as applicant  
Company: Broken Box Enterprises LLC Name: \_\_\_\_\_  
Address: N37 W23700 Broken Hill Cir S Company: \_\_\_\_\_  
City/State/Zip: Pewaukee, WI 53072 Address: \_\_\_\_\_  
Phone: 414-807-0261 City/State/Zip: \_\_\_\_\_  
Email: helmutm@comcast.net Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Conditional Use submittals must include and be accompanied by the following:

- ☐ This Application form accurately completed with original signatures.
- ☐ Application Filing Fee, payable to the City of Pewaukee:
  - o \$400.00, plus cost for publication, notice and all attorney fees related to project
- ☐ Five (5) complete collated sets of Application materials to include:
  - o A written project narrative detailing the request, business/use operational information, future development plans, site and building improvements, tentative development schedule, and estimated project value.
  - o Scaled drawings, as may be applicable, including, but not limited to; a site plan, grading/erosion control plan, preliminary storm water management plan, landscape plan, lighting plan, building elevations, colored renderings, sign details and natural resource delineations.
- ☐ All application materials provided in a digital format (Adobe PDF). Materials may be submitted on a USB Flash Drive or emailed to [hurd@pewaukee.wi.us](mailto:hurd@pewaukee.wi.us).
- ☐ Note twelve (12) additional sets of plans will be required for Plan Commission following staff review of the initial submittal. These plans should be revised in response to staff comments as may be necessary.



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

The applicant and property owner(s) hereby certify that:

- 1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge;
- 2) the applicant and property owner(s) has/have read and understand all information in this application; and
- 3) the applicant and property owner(s) agree that any approvals based on representations made by them in this

Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval.

By execution of this application, the property owner(s) authorize the City of Pewaukee and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

*(The applicant's signature must be from a Managing Member if the business is an LLC; or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).*

**PETITIONER'S/APPLICANT'S SIGNATURE:**

**NAME & TITLE (PRINT):**

Michael Helms, Managing Member  
SIGN AND DATED this 27 day of October, 2022.

**PROPERTY OWNER'S SIGNATURE:**

**NAME & TITLE (PRINT):**

[Signature]  
SIGN AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PROPERTY OWNER'S SIGNATURE:**

**NAME & TITLE (PRINT):**

Stephanie J. Helms, Managing Member  
SIGN AND DATED this 27 day of October, 2022.

City Staff-

**RECEIVED** at City Hall by: \_\_\_\_\_

on \_\_\_\_\_

Fee paid: \$ \_\_\_\_\_ Date: \_\_\_\_\_.





## N8W22520 Johnson Drive, Unit C For Sale

Waukesha, Wisconsin 53186

### Property Highlights

- Quality Constructed Condominium Development
- 4 Private Offices, 2 Bathrooms
- Easy Access to I-94
- High Demand Market
- Flexible Floorplan
- 1 Drive in Door 10' W x 12' H
- Condo Fees \$6,000 Per Year

### Property Overview

Located in the Central Waukesha Industrial Submarket

### Offering Summary

|                          |                         |
|--------------------------|-------------------------|
| Sale Price:              | \$320,000               |
| Unit Available For Sale: | Unit C                  |
| Zoning:                  | M-2                     |
| Building Size:           | 33,542 SF               |
| Available SF For Sale:   | 2,880 SF                |
| Available SF For Lease:  | 2,880 SF                |
| Lease Rate:              | \$8.00 SF/yr (NNN)      |
| Office Space:            | 1,020 SF                |
| Mezzanine:               | 480 SF                  |
| Lot Size:                | 1 Acres                 |
| Year Built:              | 1991                    |
| Tax Key:                 | PWC0961997009   \$2,342 |

### For More Information

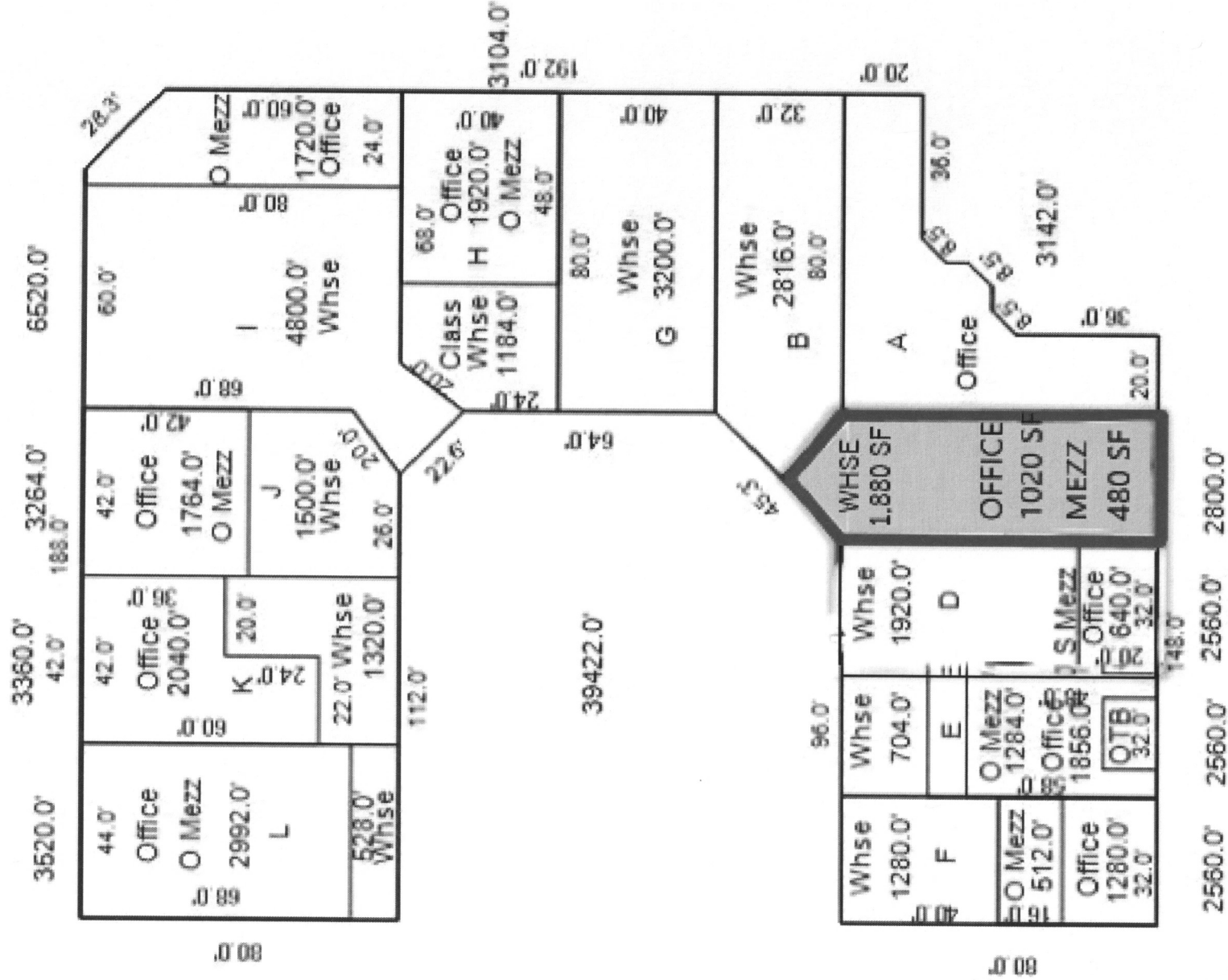
**Anthony Stevens**

O: 414 882 8208

[anthony.stevens@naigreywolf.com](mailto:anthony.stevens@naigreywolf.com)









## Johnson Dr Baseball facility

|                              | October |    |    |    |    | November |    |    |    |    |    |    |    |    |    |    | December |   |   |   |   |   |   |    |    |    |    |    |    |    |                 |    |    |    |   |   |   |   |   |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------------|---------|----|----|----|----|----------|----|----|----|----|----|----|----|----|----|----|----------|---|---|---|---|---|---|----|----|----|----|----|----|----|-----------------|----|----|----|---|---|---|---|---|---|---|----|----|----|----|----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Event                        | 10      | 11 | 12 | 13 | 14 | 17       | 18 | 19 | 20 | 21 | 24 | 25 | 26 | 27 | 28 | 31 | 1        | 2 | 3 | 4 | 7 | 8 | 9 | 10 | 11 | 14 | 15 | 16 | 17 | 18 | Thanksgiving wk | 28 | 29 | 30 | 1 | 2 | 5 | 6 | 7 | 8 | 9 | 12 | 13 | 14 | 15 | 16 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Demo Electrical              |         |    |    |    |    |          |    |    |    |    |    |    |    |    |    |    |          |   |   |   |   |   |   |    |    |    |    |    |    |    |                 |    |    |    |   |   |   |   |   |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Demo Plumbing/ HVAC          |         |    |    |    |    |          |    |    |    |    |    |    |    |    |    |    |          |   |   |   |   |   |   |    |    |    |    |    |    |    |                 |    |    |    |   |   |   |   |   |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Demolition                   |         |    |    |    |    |          |    |    |    |    |    |    |    |    |    |    |          |   |   |   |   |   |   |    |    |    |    |    |    |    |                 |    |    |    |   |   |   |   |   |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Receive Building Permit      |         |    |    |    |    |          |    |    |    |    |    |    |    |    |    |    |          |   |   |   |   |   |   |    |    |    |    |    |    |    |                 |    |    |    |   |   |   |   |   |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Frame/MEP New ADA Bath       |         |    |    |    |    |          |    |    |    |    |    |    |    |    |    |    |          |   |   |   |   |   |   |    |    |    |    |    |    |    |                 |    |    |    |   |   |   |   |   |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Demo Masonry Wall            |         |    |    |    |    |          |    |    |    |    |    |    |    |    |    |    |          |   |   |   |   |   |   |    |    |    |    |    |    |    |                 |    |    |    |   |   |   |   |   |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Finish electrical            |         |    |    |    |    |          |    |    |    |    |    |    |    |    |    |    |          |   |   |   |   |   |   |    |    |    |    |    |    |    |                 |    |    |    |   |   |   |   |   |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Holiday                      |         |    |    |    |    |          |    |    |    |    |    |    |    |    |    |    |          |   |   |   |   |   |   |    |    |    |    |    |    |    |                 |    |    |    |   |   |   |   |   |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Finish electrical (cont'd)   |         |    |    |    |    |          |    |    |    |    |    |    |    |    |    |    |          |   |   |   |   |   |   |    |    |    |    |    |    |    |                 |    |    |    |   |   |   |   |   |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Painting                     |         |    |    |    |    |          |    |    |    |    |    |    |    |    |    |    |          |   |   |   |   |   |   |    |    |    |    |    |    |    |                 |    |    |    |   |   |   |   |   |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Final inspections / Clean up |         |    |    |    |    |          |    |    |    |    |    |    |    |    |    |    |          |   |   |   |   |   |   |    |    |    |    |    |    |    |                 |    |    |    |   |   |   |   |   |   |   |    |    |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |



**CITY OF PEWAUKEE**

STATE OF WISCONSIN

WAUKESHA COUNTY

**- NOTICE OF CONDITIONAL USE PUBLIC HEARING -**

**PLEASE TAKE NOTICE THAT THERE WILL BE A PUBLIC HEARING ON THE PETITION OF BROKEN BAT ENTERPRISES, LLC/MICHAEL HELMUTH FOR A **CONDITIONAL USE PERMIT** ON THE FOLLOWING PROPERTY IN THE CITY OF PEWAUKEE:**

**Legal description of property:**

UNIT C SUPERMOUND BUSINESS CENTER WEST CONDO & THE UNDIV INTEREST IN THE COMMON AREAS CREATED UNDER DECLARATION RECORDED AS DOC #1492992 AND ANY AND ALL AMENDMENTS THERETO; LOCATED IN LOT 1 BLK 1 CSM #5266 PT NE1/4 SEC 25 T7N R19E

**Address:** N8 W22520 Johnson Drive, Unit C

**Tax Key Number(s):** PWC 0961997009

**Current zoning:** M-2 Limited Industrial

**This conditional use permit is requested in order to** operate an indoor batting cage and private baseball and softball training facility.

**THE PUBLIC HEARING** will be held at a meeting of the Common Council in the City Hall Common Council Chambers on **Monday, November 21<sup>st</sup>, 2022** at or after **6:30 PM**.

Dated this 2<sup>nd</sup> day of November, 2022.

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Ami Hurd, WCMC  
Deputy Clerk, City of Pewaukee

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

**DATE:** November 21, 2022

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action to Amend the **Cardinal Meadow** Developer's Agreement [Wagner]

***BACKGROUND:***

Cardinal Meadow is a subdivision under construction off Bluemound Road. The Common Council previously approved a filling agreement for the land and then a Developer's Agreement this year. The developer has filled the land, completed grading work on the site, installed storm water management devices, installed sanitary sewer, water, and storm sewer within the subdivision. The Contractors are working to install the road base currently.

As part of the Developer's Agreement, the road through the first layers of asphalt (binder course) need to be installed by November 21, 2022. The developer has notified our office that this will not be completed by this date. He presented 2 options for our consideration.

Option 1. Amend the Developer's Agreement extending the deadline to December 7, 2022 to install the first layers of asphalt in accordance with our specifications which is becoming more difficult to do considering the recent temperatures and precipitation. As part of this, the Developer would install all base stone, curbs, backfill the curb, install the binder course of asphalt, and restore all disturbed land. The private utilities (electric, gas, telecommunications) are delayed and will not be installed until later winter or early Spring.

Option 2: Shut down the construction for 2022 and resume in 2023. Under this scenario the roads would be stoned (base installed), the road would be barricaded off at the north entrance at Bluemound Road and in 1 lot at the south entrance, all the disturbed land except within 5' of the road will be stabilized, and the deadline to install the binder course would be delayed to June 30, 2023. As part of this option, the Developer is seeking building permits for Lot 1 and Lot 24 which are adjacent to Bluemound Road.

The Developer prefers option 2 and Staff supports this. Delaying the construction of the roadway for the subdivision will allow all the fill brought and placed on the site to settle for a winter and the road would be constructed in a more ideal temperature range. The 2 lots being requested for building permits are directly adjacent to Bluemound Road and have active sanitary sewer and water to the lots. The roadway will be stoned to support emergency vehicles and parking is restricted to be off Bluemound Road. Occupancy of the buildings would not be granted until the road is paved and all private utilities are available to the property.

A draft amendment to the Developer's Agreement is attached which reflects the conditions required to be met for Option 2.

***FINANCIAL IMPACT:***



***RECOMMENDED MOTION:***

Council to approve the Amendment to the Developer's Agreement.

**ATTACHMENTS:**

Description

Developer's Agreement Amendment

Developer's Agreement

Cardinal Meadow Preliminary Plat

**EARLY CONSTRUCTION AGREEMENT  
AND AMENDMENT TO THE DEVELOPER’S AGREEMENT  
FOR CARDINAL MEADOW SUBDIVISION  
BETWEEN  
BIELINSKI HOMES, INC  
AND  
THE CITY OF PEWAUKEE**

A Developers’ Agreement was entered into by and between Bielinski Homes Inc. (“Developer”), and the City of Pewaukee (“City”) on the 20th day of July, 2022 for the Cardinal Meadow Subdivision development. Developer and the City desire to enter this Early Construction Agreement and amend the Developer’s Agreement (“Agreement”) to allow for issuance of building permits prior to installation of certain utility improvements and extend the first lifts of pavement deadline as contemplated in the Development Agreement.

**WITNESSETH:**

**WHEREAS**, the Developer, under the terms of the Agreement, is in the process of developing certain lands located in the City of Pewaukee, Waukesha County, Wisconsin, being particularly described on **EXHIBIT “A”** attached hereto and incorporated herein by this reference (the “Subdivision”); and

**WHEREAS**, subsequent to execution of the Agreement, Developer has installed infrastructure (sewer, water, stormwater improvements) required by the City under the Agreement within the Subdivision; and

**WHEREAS**, to the arrival of winter weather conditions has rendered completion of the remaining improvements (streets and private utility extensions) of the Development impossible within the specified timeframe in the Agreement; and

**WHEREAS**, under Section 1 paragraph A 4. of the Agreement “[t]he first lifts of the public streets will be completed and presented to the City Common Council no later than November 21, 2022, unless such deadline is reasonably extended by the City Common Council in the event weather permits completion of the first lift of asphalt at a later date.” ; and



**WHEREAS**, the City and the Developer enter into this Agreement to allow Developer to extend the time for the first lift of the public street completion and presentation to the City Common Council to June 30, 2023 or as otherwise further extended by the City Common Council, and

**WHEREAS**, under section XI paragraph A. of the Agreement, no building permits may be issued until “installation of the first lift of asphalt of the public street(s) providing access to and fronting a specific lot for which a building permit is requested...”; and

**WHEREAS**, under section XI paragraph J. of the Developers Agreement, early building permits may be issued “...eight (8) early issue building permits to facilitate...Redi Homes.... construction will be allowed by the City....upon...completion of the first course of paving of the public streets....prior to the installation of natural gas and electric service and prior to the City’s acceptance of all Public Improvements...” , and

**WHEREAS**, the City and the Developer enter into this Amendment to allow Developer to obtain building permits and commence construction of “Redi Homes” on only Lot 1 and Lot 24 in advance of the installation of necessary paved streets, electric, telecommunications and gas utilities within the subdivision, and

**WHEREAS**, Lot 1 and Lot 24 are adjacent to a public street (Bluemound Road (CTH JJ)) which is currently paved, and

**WHEREAS**, Lot 1 and Lot 24 have municipal water and municipal sanitary sewer available to service the lots.

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

1. Developer will complete and present to the City Common Council the first lifts of public streets no later than June 30, 2023, unless such deadline is reasonably extended by the City Common Council.

2. Developer may obtain building permits and commence construction of homes on Lot 1 and Lot 24 in advance of the installation of necessary paved street, electric, telecommunications and gas utilities within the subdivision.

3. Developer will provide and maintain a stone drive capable of supporting 80,000 LB equipment for fire protection and adequate parking areas off Bluemound Road (CTH JJ) and its right of way. No parking will be allowed on Bluemound Road (CTH JJ) for any reason.

4. Developer will provide barricades at the second entrance to the subdivision and beyond Lot 1 and Lot 24 to prevent any traffic, loitering, or damage to the existing public infrastructure currently in place.

5. Developer will restore all areas outside of the future right of way in accordance with winter condition restoration in the City's Technical Standards.

6. No Occupancy Permits shall be issued until all necessary electric, telecommunications and gas utilities and paved streets through the binder course have been installed within the subdivision and to the lots.

7. All contracts for sale of any lot within the subdivision shall include language "Buyer understands and acknowledges that no Occupancy Permits shall be issued until all necessary electric, telecommunications and gas utilities and paved streets through the binder course have been installed within the subdivision."

8. Developer shall coordinate with WE Energies the installation of necessary electric, telecommunications and gas utilities within the subdivision. All necessary electric, telecommunications and gas utilities within the subdivision shall be completed on or before July 1, 2023.

9. In the event all necessary electric and gas utilities within the subdivision have not been completed by July 1, 2023, a stop work order will automatically be in effect and shall continue until all necessary electric, telecommunications and gas utilities have been installed within the subdivision.



This AMENDMENT shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. This AMENDMENT may be executed in one or more counterparts, all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument under their several seals the day and year first above written, the name and corporate seal of each corporate body being hereto affixed, and the instrument duly signed by its duly authorized representative.

**BIELINSKI HOMES INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the \_\_\_\_\_ on behalf of said corporation.

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

**CITY OF PEWAUKEE**

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

ATTEST:

By: \_\_\_\_\_  
Kelly Tarczewski, City Clerk

STATE OF WISCONSIN     )  
                                          ) SS  
COUNTY OF WAUKESHA )

Personally came before me this \_\_\_\_ day of, \_\_\_\_\_ 2022, the above named Steve Bierce, Mayor, and Kelly Tarczewski, City Clerk, of the City of Pewaukee, and to me known to be such mayor and City 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 Common Council from their meeting on the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My commission expires: \_\_\_\_\_



**EXHIBIT A**

Subdivision

DEVELOPER'S AGREEMENT  
FOR  
CARDINAL MEADOW  
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THIS DEVELOPER'S AGREEMENT ("AGREEMENT") made this 20th day of July, 2022 (the "Effective Date"), between Bielinski Homes, Inc., a Wisconsin Corporation, 1830 Meadow Lane, Suite A, Pewaukee, Wisconsin 53072, 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 and designated as Tax Key No. PWC 0928 980, hereinafter called "SUBJECT LANDS"; and

WHEREAS, the DEVELOPER desires to divide and develop the SUBJECT LANDS as a residential subdivision consisting of a total of twenty-four (24) single-family lots and two (2) outlots, 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; 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), 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 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 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 the 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 development, 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, DEVELOPER intends to submit the final plat for approval by the CITY Common Council prior to December 31, 2022.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER does hereby agree to develop the 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 (inclusive of binder course and curbs and gutters) in accordance with the preliminary plat, or approved development plan of said development or subdivision, 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 prior to any building permits being 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 November 21, 2022, unless such deadline is reasonably extended by the CITY Common Council in the event weather permits completion of the first lift of asphalt at a later date.
5. The final lift of asphalt shall be placed on all public streets at the discretion of DEVELOPER after at least one (1) winter season, but not later than October 15, 2024, unless extended by the CITY Common Council, which such extension may be granted in the event fewer than half of the lots in the development have improvements constructed on them.
6. The DEVELOPER shall maintain public streets, including snowplowing, and salting/ice control, unless otherwise approved by the CITY Administrator, until the final lift of the public street is accepted by resolution by the CITY Common Council.

7. 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 digital files, and shall include field locations and hydrant valves and curb stops, if any.
8. Contractors working on the development or on individual lots are required to clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. 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 the subject property owner's expense, at the option of the CITY.

B. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS, 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 clean all sanitary sewers in the SUBJECT LANDS prior to acceptance of the improvements by the CITY.
4. To furnish "as built" plans of the sanitary sewage system for the SUBJECT LANDS, including locations of laterals to lot lines, pursuant to specifications approved by the CITY Engineer prior to the issuance of building permits (except for the Early Start Permits, as defined in Section XI(L) of this Agreement).
5. To televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the CITY Engineer, supply the video tape to the CITY and clean all sewer lines (i) prior to the CITY's issuance of the first occupancy permit, and (ii) prior to Final Acceptance of the improvements by the CITY.
6. That no building permits (except for the Early Start Permits, as defined in Section XI(L) of this Agreement) 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 showing changes from the construction plans, pursuant to specifications approved by the CITY Engineer. Subject to intellectual property rights, said "as built" plans shall be digital files, and shall include field locations and hydrant valves and curb stops, if any.
4. That no building permits (except for the Early Start Permits, as defined in Section XI(L) of this Agreement) shall be issued until the water system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.

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 or Surveyor 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 the CITY Engineer, has reviewed and approved said plans.
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 building permits are issued (except for the Early Start Permits, as defined in Section XI(L) of this Agreement).
4. To maintain roads free reasonably 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 surface and storm water drainage system is installed and the landscaping for the surface and storm water drainage system is completed in

accordance with plans and specifications to the reasonable satisfaction of the CITY Engineer.

6. If reasonably determined necessary by the CITY, the DEVELOPER shall clean all storm sewers prior to acceptance of improvements by the CITY Common Council. Televising the storm sewer shall be required.
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 reasonable stormwater drainage within the development and surrounding area.
8. The Developer shall furnish "as built" plans of the entire drainage system, pursuant to specifications approved by the CITY Engineer prior to the issuance of building permits (except for the Early Start Permits, as defined in Section XI(L) of this Agreement), 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 grading, erosion and runoff control 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, if applicable, and written proof that the CITY Engineer, has approved said plans.
2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are reasonably prevented in accordance with the plans and specifications reviewed and approved by the CITY Engineer.
3. All disturbed areas which are not actively being graded for a period of seven (7) days shall be temporarily or permanently restored to the satisfaction of the CITY Engineer within seven (7) days of disturbance. The final release of the letter of credit guarantee posted with the CITY will not be released until the CITY Engineer is reasonably satisfied that no further erosion measures are required.

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, soil absorption waste disposal areas, 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 existing at the SUBJECT LANDS as of the Effective Date.



3. 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 (except for the Early Start Permits, as defined in Section XI(L) of this Agreement).
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 prior to the issuance of building permits (except for the Early Start Permits, as defined in Section XI(L) of this Agreement).
5. The CITY has the right to trim and remove any features which would unreasonably interfere with safe operation and maintenance of the CITY right-of-ways and drainageways. A permit (at no cost to DEVELOPER) is required for any landscape features (excluding turf grass) to be installed within the CITY's right of way and easements.

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

1. Street signs, traffic control signs, and posts as required by the CITY shall be obtained and placed by the CITY, and the cost thereof shall be paid by the DEVELOPER within thirty (30) days of invoicing from the City.
2. All traffic control signs and street signs, as required by the CITY will be installed by the CITY within five (5) working days of the placement of the first lifts of asphalt.

H. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the CITY Engineer reasonably 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 reasonably necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the CITY is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the CITY may cause such work to be carried out and shall charge against the financial guarantee held by the CITY pursuant to this Agreement.

SECTION 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 Effective Date of this AGREEMENT 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, shall be the ultimate acceptance of all of the improvements set forth in Section I (collectively, the "Public Improvements"),

including the final lift of asphalt, and shall be granted specifically by separate resolution of the CITY Common Council. Final Acceptance by the CITY Common Council shall not be unreasonably withheld, conditioned, or delayed, and the CITY'S review of the Public Improvements shall occur within sixty (60) days of written notice by DEVELOPER that DEVELOPER desires to have the CITY inspect and accept certain or all Public Improvements. The one-year guarantee period provided for in this AGREEMENT shall commence upon Final Acceptance by the CITY Common Council. The issuance of building permits and approval of various items of development shall not commence the one-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 Public 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, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such Public 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.

The CITY shall be responsible for preparing the necessary resolution(s) required to dedicate the Public Improvements and necessary easements for approval of the dedication by the CITY Common Council, and DEVELOPER shall be responsible for the CITY's reasonable costs with respect to the dedication of the Public Improvements. The dedication shall not constitute acceptance of any Public Improvement by the CITY Common Council. All Public 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 Improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

#### SECTION V. ACCEPTANCE OF WORK:

When the DEVELOPER shall have completed the Public 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 Public 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.

As set forth in Section XXXII of this AGREEMENT, the CITY shall provide timely notice to DEVELOPER whenever observation reveals that any Public Improvements do not conform to the CITY's standards and specifications, or are otherwise defective. The DEVELOPER shall have no less than thirty (30) days from the issuance of such notice to correct or substantially correct the defect. The CITY shall not declare a default under this AGREEMENT during the thirty (30) day cure period on account of any such defect



unless DEVELOPER has notified CITY in writing that DEVELOPER does not intend to correct the defect.

#### SECTION VI. APPROVAL BY CITY NOT TO BE DEEMED A WAIVER.

The ultimate responsibility for the proper design and installation of the Public Improvements is 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, 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 one year from the date of Final Acceptance, by providing the CITY with a letter of credit, issued by a commercial bank licensed to conduct business in the State of Wisconsin, in a form acceptable to the CITY Attorney in an aggregate amount of ten percent (10%) of the total cost of all Public Improvements. The DEVELOPER shall pay for any damages to CITY property and/or the Public Improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the CITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to CITY property and/or the Public Improvements, the City shall provide notice to Developer of such failure, and shall provide Developer with an opportunity to cure the same (in accordance with Section XXXII of this AGREEMENT) prior to making any demand for payment against the guarantee. In the event the CITY is required to draw against the 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 Public 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 Public Improvements in good and sound condition, reasonably satisfactory to the CITY Common Council at the expiration of the guarantee period.
- C. Notice of Repair. If during said guarantee period, the Public Improvements shall, in the reasonable opinion of the CITY Staff, require any repair or replacement which, in their reasonable 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 a reasonable time period, taking into account the nature of the repair or replacement and the expected time to complete the same, specified by the CITY in the aforementioned notification, after 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 Public Improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. Maintenance Prior to Acceptance.

1. All Public 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. Such 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, the CITY shall provide notice to DEVELOPER of the required emergency maintenance as soon as practicable, which such notice shall detail the nature of the emergency maintenance and itemize the repairs completed, and shall bill the DEVELOPER for all reasonable associated costs. Said bill shall be paid by the DEVELOPER within thirty (30) days of invoicing from the City. The DEVELOPER'S obligation to maintain all Public 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 by the DEVELOPER within thirty (30) days of invoicing from the City.
3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the reasonable satisfaction of the CITY Engineer. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the CITY Common Council is reasonably satisfied 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 repairs, maintenance, or snow plowing, on any Public Improvements until accepted by the CITY Common Council.

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

If DEVELOPER proceeds with the installation of public improvements or other work on the SUBJECT LANDS 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.



#### SECTION X. FINANCIAL GUARANTEE:

Upon execution of this Agreement, the DEVELOPER shall file with the CITY a letter of credit for Public Improvements and for the guarantee defined in Section VII(A) above, setting forth terms and conditions in a form reasonably approved by the CITY Attorney in the amount as reasonably approved by the CITY Engineer, but in no event more than one hundred twenty percent (120%) of the estimated costs to secure performance of this AGREEMENT, 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. The proposed amount for the letter of credit, as approved by the CITY Engineer, is attached hereto as **Exhibit C**. Subject to DEVELOPER's right to cure, as set forth in Section XXXII of this AGREEMENT, if at any time:

- A. The DEVELOPER is in material default of this AGREEMENT, or
- B. The DEVELOPER does not complete the installation of the Public Improvements (with the exception of the final lift of asphalt on the public roads) within one (1) year from the signing of this AGREEMENT unless otherwise 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 letter of credit in an amount approved by CITY Engineer, and in a form approved by the CITY Attorney, to pay the costs of the Public Improvements in the development,

then, 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 Administrator. The CITY acknowledges and agrees that, prior to the CITY's acceptance of the Public Improvements, DEVELOPER may request, in writing, and the CITY shall approve in its reasonable discretion, a pro rata reduction of the letter of credit upon completion of certain Public Improvements.

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, excluding, in accordance with Section XI(J) of this AGREEMENT, building permits for Redi Homes (as such term is defined in Section XI(J) of this AGREEMENT) until the CITY Engineer has determined that:

- A. The installation of the first lift 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 to the reasonable satisfaction of the CITY Engineer.
- B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed to the reasonable satisfaction of the CITY Engineer, are connected with an operating system as required herein, and are cleaned as needed.
- C. All removal of unwanted items will be completed and 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 for Waukesha County, Wisconsin.
- G. All required "as built" plans for the SUBJECT LANDS have been submitted to the CITY Engineer.
- H. All public and private utilities have been installed in the SUBJECT LANDS, including the sanitary sewer system, and the water system.
- I. The DEVELOPER is not in material default of any aspect of this AGREEMENT.
- J. Early Start Permits: Notwithstanding anything contained in this AGREEMENT to the contrary, eight (8) early issue building permits to facilitate model home, spec home, or "Redi Home" (collectively the "Redi Homes") construction will be allowed by the CITY in the SUBJECT LANDS upon execution of this AGREEMENT and completion of the first course of paving of the public streets (collectively the "Early Start Permits"). Early Start Permits for such Redi Homes may be issued prior to the installation of natural gas and electric service and prior to the CITY's acceptance of all Public Improvements; provided, however, the Redi Homes may not be occupied for residential living purposes until the DEVELOPER has installed all utility services, and until the DEVELOPER has installed all necessary Public Improvements, except the second lift of asphalt on the roads. The CITY and DEVELOPER acknowledge and agree that no Redi Homes may be conveyed to a third party purchaser for the purpose of occupying the home until DEVELOPER has completed all Public Improvements on the SUBJECT LANDS, inclusive of natural gas and electric service and except for the second lift of asphalt on the roads.



- K. The DEVELOPER has delineated the wetlands that are on or adjacent to private lots by means of cedar posts, as approved by CITY staff prior to the issuance of building permits (excluding the Early Start Permits issued in accordance with Section XI (J)).

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 material default of this AGREEMENT beyond the expiration of the DEVELOPER'S cure period as set forth in Section XXXXII of this AGREEMENT.

SECTION XIII. VACANT LOT MAINTENANCE.

DEVELOPER shall comply with all applicable provisions of the CITY Municipal Code, including but not limited Chapter 10, entitled "Public Nuisance", and Chapter 11, entitled "Health and Sanitation", including Section 11.07 entitled "Property Maintenance Code", with respect to maintenance of vacant lots located in the SUBJECT LANDS. DEVELOPER acknowledges that the CITY shall have such enforcement rights as set forth in the applicable provisions of the CITY Municipal Code. 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 reasonable 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.

This Section has been intentionally left blank.

SECTION XV. RESTRICTION AGAINST UNFINISHED OR UNOCCUPIED HOMES.

This Section has been intentionally left blank.

SECTION XVI. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

Provide any easements including vision easements and utility easements for all municipal utility facilities in the development on SUBJECT LANDS 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:

Guarantee and warrant the installation of all street trees. DEVELOPER shall plant trees approximately fifty (50) feet apart, between the street and the home within 6 months after the issuance of an occupancy permit. The lot owners shall plant two trees along the street right of way in front of the home, or in the case of a corner lot, shall plant one additional tree on the side of the home along the right of way. The trees to be planted along the street right of way shall be installed as required in the CITY OF PEWAUKEE Land Division Ordinance, and no street trees shall be installed within the street right of way. Each lot owner shall ultimately be responsible

for the maintenance of the required street trees. The CITY acknowledges and agrees DEVELOPER reserves the right not to plant trees between October 1 and May 1 of each calendar year as a result of seasonal weather conditions.

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 deed restrictions 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 for the SUBJECT LANDS. The Deed Restrictions shall contain language to require the lot owners and/or homeowner's association within the subdivision to maintain all stormwater management facilities in accordance with the "Owners Maintenance Requirements: Stormwater Management Systems Detention/Retention Ponds and Grass Swales" specifications included within any stormwater management practice maintenance agreement applicable to the development. The deed restrictions shall also contain the following language:

"Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the CITY Engineer on file in the office of the CITY Clerk. The DEVELOPER and/or the CITY and/or their agents, employees or independent contractors shall have the right to enter upon 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, the DEVELOPER and/or lot 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 finished yard grade, the 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 above-described property shall be in an amount established by the CITY's Land Division Ordinance and



including annual increases. The CITY acknowledges the reserve capacity assessment for sanitary sewer facilities is not assessed as of 2022, but is contemplated for future years.

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. 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 16.0400 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 above-described property shall be an amount established in the CITY's Land Division Ordinance and is subject to annual increases. The CITY acknowledges that the reserve capacity assessments are paid at the time a building permit is requested from the CITY, and that the 2022 reserve capacity assessment for water is in the amount of \$5,468 per home.

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 in accordance with Section 16.0400 of the CITY Code, and 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. 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 requesting the same, valid copies of any and all governmental agency permits.

K. REMOVAL OF TOPSOIL:

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

L. PARK AND PUBLIC SITE DEDICATION FEES:

To pay as provided in the CITY'S Ordinances, a fee per lot developed in lieu of dedication of lands for park and public sites. The CITY acknowledges and agrees such fees shall be paid on a per-lot basis at the time a building permit is requested from the CITY.

M. DIGGERS HOTLINE.

Developer 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 SUBJECT LANDS. Developer shall maintain said membership until all subsurface Improvements required under Section I have been finally accepted by the CITY as provided in Section III.

N. NOISE:

Make every effort to minimize noise, dust and similar disturbances, recognizing that the SUBJECT LANDS are located near existing residences. Construction of improvements, including equipment start-up, shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of Public Improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

O. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all Public 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 forty-eight (48) hours after receiving a notice from the CITY Engineer. If said debris is not cleaned up after notification, the CITY will do so at the DEVELOPER'S and/or subject property owner's expense.

P. 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 forty-eight (48) hours after receiving written notice from the CITY Engineer. If said mud, dirt and stone is not cleaned up within forty-eight (48) hours after written notification from the CITY, 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.

Q. ZONING CODE:

The DEVELOPER acknowledges that the SUBJECT 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 within thirty (30) days of receiving an itemized and detailed invoice (delivered to Developer) for all actual and reasonable 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 Public Improvements covered by this AGREEMENT, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal 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 (which such time shall be reasonable and itemized on such invoice to DEVELOPER). Any costs for outside consultants shall be charged at the rate the consultant charges the CITY. 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. The CITY shall employ reasonable efforts to consolidate invoices to DEVELOPER on a monthly basis.

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 arising from DEVELOPER'S breach of this AGREEMENT. Indemnification shall not extend to claims arising out of the negligent or intentional acts or omissions of City, its officers, agents, employees, or independent contractors. The DEVELOPER shall also name as additional insureds on its general liability insurance the CITY, its officers, agents, employees and any independent contractors hired by the CITY to perform services as to this development, and shall provide the CITY evidence of the same upon written 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 for similar improvements 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 a larger size, including the cost of larger gate valves.
  2. Cost of increasing the size of the sewer main from eight inches to a larger size.
- 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.
- C. The CITY shall provide a qualified inspector (which such inspector may be a CITY employee or an engineering firm retained by the CITY for such purpose) on a full time, continuous basis to inspect the construction of the Public Improvements specifically including storm sewer, sanitary sewer, water mains and laterals, proof roll of the road subgrade prior to and after the stone base has been constructed, curb and gutter, and binder and surface course of paving and restoration of the CITY right of way and easements. The cost of inspection shall be paid for by the CITY and then reimbursed by the DEVELOPER in accordance with Section XVII of this AGREEMENT.

#### 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, insurance coverage in the forms and in the amounts as reasonably and customarily required by the CITY for similar developments.

#### SECTION XXI. EXCULPATION OF CITY CORPORATE AUTHORITIES:

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

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

#### SECTION 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 CONDITIONS:

The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a conditional preliminary 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 B**. If there is a conflict between the conditions as forth in said conditional approval and this AGREEMENT, the more restrictive shall apply.

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, which shall not be unreasonably withheld, delayed, or conditioned except that assignee must agree to all terms and conditions of this AGREEMENT 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 development.

SECTION XXIV. HEIRS & ASSIGNS:

This AGREEMENT is binding upon the DEVELOPER, its successors and assigns, and any and all future owners of the SUBJECT LANDS.

SECTION XXX. PHASING OF DEVELOPMENT:

This Section has been intentionally left blank.

SECTION XXXI. 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 XXXII. RIGHT TO CURE:

Upon any breach 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 DEVELOPER written notice of the breach and DEVELOPER shall have thirty (30) days to cure such default. After the

CITY has given thirty (30) days' written notice to DEVELOPER of the breach, but only if the breach has not been cured to the reasonable satisfaction of the CITY within said thirty (30) days, or if the breach cannot be reasonably cured in the determination of the CITY within thirty (30) days and DEVELOPER does not provide assurances reasonably satisfactory to the CITY that the breach will be cured as soon as reasonably practicable, DEVELOPER shall be deemed in default of this AGREEMENT, and the CITY shall be entitled to exercise any and all rights and remedies as set forth in this AGREEMENT.

SECTION XXXIII. RECORDED LIGHTING DECLARATION:

The DEVELOPER shall record with the Register of Deeds for Waukesha County a Declaration of Covenants and Restrictions which shall include a requirement that each lot owner shall be responsible for providing a functioning lamp post along the driveway on each lot, which such lamp post shall not be located within the City's right of way.

SECTION XXXIV. TIME:

For the purpose of computing the commencement and completion periods set forth in this AGREEMENT, and the time periods for DEVELOPER or CITY action, such times in which war, civil disasters, acts of God, pandemics, or extreme weather conditions occur or exist shall not be included if such events prevent the DEVELOPER or CITY from performing its obligations under this AGREEMENT.

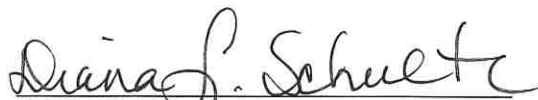
IN WITNESS WHEREOF, the DEVELOPER and the CITY have caused this AGREEMENT to be signed by their appropriate officers and their corporate seals (if any) to be hereunto affixed in three original counterparts the day and year first above written.

BIELINSKI HOMES, INC.  
By:   
Name: Frank Bielinski  
Title: President

STATE OF WISCONSIN )  
                                  )ss.  
COUNTY OF WAUKESHA )

Personally came before me this 21 day of July, 2022, the above named Frank Bielinski, Authorized Signatory of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

**Diana L. Schultz**  
Notary Public, State of Wisconsin

  
NOTARY PUBLIC, STATE OF WI  
My commission expires: 3/23/23  
Diana L. Schultz



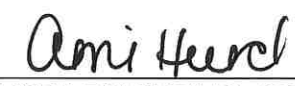
CITY OF PEWAUKEE  
WAUKESHA COUNTY, WISCONSIN

  
MAYOR

  
CLERK

STATE OF WISCONSIN     )  
                                          )ss.  
COUNTY OF WAUKESHA    )

Personally came before me this 2<sup>nd</sup> day of August, 2022, the  
above-named Steve Bierce, Mayor, and Kelly Tarczewski  
Clerk, of the above-named municipal corporation, to me known to be the persons who  
executed the foregoing instrument and to me known to be such Mayor and Clerk of said  
municipal corporation and acknowledged that they executed the foregoing instrument as  
such officers as the deed of said municipal corporation by its authority and pursuant to  
the authorization by the CITY Common council from their meeting on the 16<sup>th</sup> day of  
May, 2022.

  
NOTARY PUBLIC, STATE OF WI  
My commission expires: 1/18/23

APPROVED AS TO FORM:

  
CITY Attorney

As Revised July 21, 2022

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# EXHIBIT "A"

## CARDINAL MEADOW

### LEGAL DESCRIPTION:

All that part of the Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 16, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast Corner of said Section 16; Thence South 87°34'14" West and along the South line of the said Southeast 1/4 Section, 680.76 feet to a point on the Southwest Right-of-Way line of "Bluemound Road" (C.T.H. "JJ") and the place of beginning of lands hereinafter described;

Continuing thence South 87°34'14" West and along the said South line of the said Southeast 1/4 Section, 720.93 feet to a point on the East Right-of-Way line of "U.S.H. 16"; Thence North 01°57'46" West and along the said East Right-of-Way line, 1123.14 feet to a point; Thence North 87°35'14" East and along the South line of Unplatted Lands, 490.45 feet to a point on the said Southwest Right-of-Way line of said "Bluemound Road" (C.T.H. "JJ"); Thence South 13°34'46" East and along the said Southwest Right-of-Way line, 1144.57 feet to the point of beginning of this description.

Said Parcel contains 680,205 Square Feet (or 15.6154 Acres) of land, more or less.



BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

**DEVELOPER:**  
BIELINSKI HOMES, INC.  
1830 MEADOW LN. SUITE A  
PEWAUKEE, WISCONSIN 53072  
PHONE: (262) 548-5570



1. Subdivision contains approximately 15.6154 Acres.
2. Subdivision contains 24 Lots and 2 Outlots.
3. All lots to be served by Public Sanitary Sewer and Watermain.
4. Public Streets to have Concrete Curb and Gutter, Metal Catch Basins, Underground Storm Sewer and Asphalt Pavement.
5. All lots to have Underground Telephone, Electric, Cable and Gas Service.
6. Proposed Zoning = "RS-6" (Single-Family Residential District).
7. Outlot 1 contains a Wetland Conservancy Area, Stormwater Management Facilities and Open Space to be Owned and maintained by the Owners of all Lots within this Subdivision.
8. Outlot 2 contains Stormwater Management Facilities and Open Space to be Owned and maintained by the Owners of all Lots within this Subdivision.
9. The Owners of all Lots within this Subdivision shall each own an equal undivided fractional interest in Outlots 1 and 2 of the Subdivision. Waushara County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
10. Stormwater Management Facilities are located on Outlots 1 and 2 of this Subdivision. The Owners of all Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities. Said repairs, maintenance and restoration shall be performed by the Subdivision Master Association.
11. There shall be no direct vehicular ingress or egress to U.S.H. "16" and Blummond Road (C.T.H. "J") from any Lot or Outlot within this Subdivision. It being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to §.236.253 of the Wisconsin Statutes and shall be enforced by the Wisconsin Department of Transportation and Waushara County.

Lots 1, 15, 16 and 24 are subject to a Vision Corner Easement as shown on this Plat in that the height of all plantings, berms, fences, signs or other structures within the Vision Corner Easement is limited to 24 inches above the elevation of the center of the intersection. No access to any roadway shall be permitted within the Vision Corner Easement.

Wetland boundaries shown hereon were field delineated by Wetland & Waterway Consulting, LLC (Dave Meyer) on July 12, 2018 and field located by Trio Engineering, LLC on July 26, 2018.

All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the South line of the S.E. 1/4 of Section 16, Town 7 North, Range 19 East, bears North 87°34'14" East.

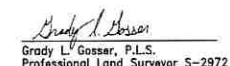
All elevations are referenced to the National Geodetic Vertical Datum of 1929. Contours/Elevations shown on this Preliminary Plat are per Waukesha County records.

- State of Wisconsin, Department of Administration
- State of Wisconsin, Department of Transportation
- Waukesha County, Department of Parks and Land Use

— City of Pewaukee

I hereby certify that this Preliminary Plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of the Subdivision and Platting Code of the City of Pewaukee.

Date: 11-20-18  
Revised: 01-04-19  
Revised: 03-22-21



1 OF 1



# Exhibit C

## Cardinal Meadow subd.

### Letter of Credit Value

|                                         |           |               |               |                 |
|-----------------------------------------|-----------|---------------|---------------|-----------------|
| New Berlin Grading                      | 1 LS      | \$ 16,550.00  | \$ 16,550.00  |                 |
| Clear and Grub                          | 1 LS      | \$ 21,000.00  | \$ 21,000.00  |                 |
| Strip Topsoil                           | 1 LS      | \$ 34,400.00  | \$ 34,400.00  |                 |
| Rough Grading                           | 1 LS      | \$ 86,800.00  | \$ 86,800.00  |                 |
| Move Onsite Pile                        | 1 LS      | \$ 115,200.00 | \$ 115,200.00 |                 |
| Compaction of Site Fills                | 1 LS      | \$ 20,000.00  | \$ 20,000.00  |                 |
| Compaction of Imported Fill             | 1 LS      | \$ 45,550.00  | \$ 45,550.00  |                 |
| Clay Line Ponds                         | 1 LS      | \$ 16,000.00  | \$ 16,000.00  |                 |
| Mix & Place Infiltration Mix            | 1 LS      | \$ 38,500.00  | \$ 38,500.00  |                 |
| Finish Grade to subgrade                | 1 LS      | \$ 34,700.00  | \$ 34,700.00  |                 |
| Respread 6" of salvaged Topsoil         | 1 LS      | \$ 68,600.00  | \$ 68,600.00  |                 |
| Place Rip Rap at FES                    | 1 LS      | \$ 7,200.00   | \$ 7,200.00   |                 |
| Seed and Erosion Mat                    | 1 LS      | \$ 41,800.00  | \$ 41,800.00  |                 |
| Seed, Fertilize and Mulch               | 1 LS      | \$ 24,400.00  | \$ 24,400.00  |                 |
| Place Ditch and Rock Bags Checks        | 1 LS      | \$ 5,400.00   | \$ 5,400.00   |                 |
|                                         |           |               |               | \$ 576,100.00   |
| Sanitary Sewer                          |           |               |               |                 |
| 48" Precast Concrete Manhole            | 10 EA     |               |               |                 |
| Connection to Existing Manhole          | 2 EA      |               |               |                 |
| 8" SDR-35 PVC Sanitary Sewer            | 1357 LF   |               |               |                 |
| 6" PVC sanitary lateral (24)            | 730 LF    |               |               | \$ 226,765.00   |
| Water Main                              |           |               |               |                 |
| Connection to Existing                  | 2 EA      |               |               |                 |
| Hydrant & Valve Assembly                | 4 EA      |               |               |                 |
| 8" C-900 PVC Water Main                 | 1411 LF   |               |               |                 |
| 6" C-900 PVC Hydrant Lead               | 40 LF     |               |               |                 |
| 8" Gate Valves                          | 4 EA      |               |               |                 |
| 1 1/4" Corp, curb stop, & Box           | 24 EA     |               |               |                 |
| 1 1/4" Water Lateral (24)               | 778 LF    |               |               | \$ 222,803.00   |
| Storm Sewer                             |           |               |               |                 |
| Curb Inlet w/ Frame & Grate             | 12 EA     |               |               |                 |
| 48" Precast Concrete Manhole            | 9 EA      |               |               |                 |
| 36" Precast Concrete OCS Pond MH        | 4 EA      |               |               |                 |
| 18" CL III RCP Storm Sewer              | 252 LF    |               |               |                 |
| 15" CL IV RCP Storm Sewer               | 450 LF    |               |               |                 |
| 15" CMP Storm Sewer                     | 60 LF     |               |               |                 |
| 12" CL V RCP Storm Sewer                | 1234 LF   |               |               |                 |
| 18" RCP End Section w/ Trash Rack       | 3 EA      |               |               |                 |
| 15" RCP End Section                     | 2 EA      |               |               |                 |
| 15" CMP End Section                     | 4 EA      |               |               |                 |
| 12" RCP End Section                     | 6 EA      |               |               |                 |
| Anti Seep Collar                        | 6 EA      |               |               | \$ 172,879.00   |
| Granular Backfill                       | 13320 Ton | \$ 11.00      | \$ 146,520.00 |                 |
| Pavement & Shoulder Restoration in Road | 1 LS      | \$ 22,000.00  | \$ 22,000.00  |                 |
| Pavement                                |           |               |               |                 |
| Stone Placing                           | 3733 SY   | \$ 14.28      | \$ 53,300.00  |                 |
| Binder Course                           | 3733 SY   | \$ 17.13      | \$ 63,931.00  |                 |
| Surface Course                          | 3733 SY   | \$ 10.50      | \$ 39,200.00  |                 |
| Curb & Gutter/Flumes                    | 2730 LF   | \$ 15.80      | \$ 43,134.00  | \$ 199,565.00   |
|                                         |           |               |               | \$ 1,398,112.00 |
|                                         |           |               |               | \$ 1,677,734.40 |



# PRELIMINARY PLAT OF GREENLAND

C.S.M. #3454

BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 16, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

## ENGINEER / SURVEYOR:

TRIO ENGINEERING, LLC  
12660 W. NORTH AVENUE, BLDG D  
BROOKFIELD, WISCONSIN 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481

## DEVELOPER:

BIELINSKI HOMES, INC.  
1830 MEADOW LN. SUITE A  
PEWAUKEE, WISCONSIN 53072  
PHONE: (262) 548-5570



12660 W. NORTH AVENUE, BLDG. "D"  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481  
EMAIL: ggasser@trioeng.com

## DEVELOPMENT SUMMARY:

- Subdivision contains approximately 15.6154 Acres.
- Subdivision contains 24 Lots and 2 Outlots.
- All lots to be served by Public Sanitary Sewer and Watermain.
- Public Streets to have Concrete Curb and Gutter, Metal Catch Basins, Underground Storm Sewer and Asphalt Pavement.
- All lots to have Underground Telephone, Electric, Cable and Gas Service.
- Proposed Zoning = "RS-6" (Single-Family Residential District).
- Outlot 1 contains a Wetland Conservancy Area, Stormwater Management Facilities and Open Space to be Owned and maintained by the Owners of all Lots within this Subdivision.
- Outlot 2 contains Stormwater Management Facilities and Open Space to be Owned and maintained by the Owners of all Lots within this Subdivision.
- The Owners of all Lots within this Subdivision shall each own an equal undivided fractional interest in Outlots 1 and 2 of this Subdivision. Waukesha County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Stormwater Management Facilities are located on Outlots 1 and 2 of this Subdivision. The Owners of all Lots within this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities. Said repairs, maintenance and restoration shall be performed by the Subdivision Master Association.
- There shall be no direct vehicular ingress or egress to U.S.H. "16" and Bluemound Road (C.T.H. "JJ") from any Lot or Outlot within this Subdivision. It being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293 of the Wisconsin Statutes and shall be enforced by the Wisconsin Department of Transportation and Waukesha County.

## VISION CORNER EASEMENT: (V.C.E.)

Lots 1, 15, 16 and 24 are subject to a Vision Corner Easement as shown on this Plat in that the height of all plantings, berms, fences, signs or other structures within the Vision Corner Easement is limited to 24 inches above the elevation of the center of the intersection. No access to any roadway shall be permitted within the Vision Corner Easement.

## WETLAND / P.E.C DELINEATION NOTE:

Wetland boundaries shown hereon were field delineated by Wetland & Waterway Consulting, LLC (Dave Meyer) on July 12, 2018 and field located by Trio Engineering, LLC on July 26, 2018.

## HORIZONTAL DATUM PLANE:

All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the South line of the S.E. 1/4 of Section 16, Town 7 North, Range 19 East, bears North 87°34'14" East.

## VERTICAL DATUM PLANE:

All elevations are referenced to the National Geodetic Vertical Datum of 1929. Contours/Elevations shown on this Preliminary Plat are per Waukesha County records.

## AGENCIES HAVING THE AUTHORITY TO OBJECT:

- State of Wisconsin, Department of Administration
- State of Wisconsin, Department of Transportation
- Waukesha County, Department of Parks and Land Use

## APPROVING AUTHORITY:

- City of Pewaukee

## SURVEYOR'S CERTIFICATE:

I hereby certify that this Preliminary Plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of the Subdivision and Platting Code of the City of Pewaukee.

Date: 11-20-18

Revised: 01-04-19

Revised: 03-22-21



Grady L. Gosser  
Grady L. Gosser, P.L.S.  
Professional Land Surveyor S-2972

## LEGEND

|  |                                   |
|--|-----------------------------------|
|  | INDICATES SOIL BORING LOCATION    |
|  | INDICATES EXISTING WATERMAIN      |
|  | INDICATES PROPOSED WATERMAIN      |
|  | INDICATES EXISTING SANITARY SEWER |
|  | INDICATES PROPOSED SANITARY SEWER |
|  | INDICATES EXISTING STORM SEWER    |
|  | INDICATES PROPOSED STORM SEWER    |
|  | INDICATES EXISTING CONTOUR        |

## SITE DATA SUMMARY

Parcel Area: 15.6 acres

Proposed Development: RS-6 Single Family  
Lot Characteristics:  
Lot Size: 12,500 s.f. (min)  
Lot Width: 90' (min) at front setback  
Setbacks\*: Front = 30'; Side = 12'; Rear = 35'  
\*Minimum zoning setbacks

S. LINE, S.E. 1/4, SEC. 16-7-19  
(N87°34'14"E 2676.00)  
S87°34'14"W 680.76

ACCESS RESTRICTION CLAUSE (S.T.H. "74") PER s. TRANS 233.05 (1):  
As owner I hereby restrict all lots and blocks, in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with U.S.H. "16" as shown on this Plat; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293, Stats., and shall be enforceable by the Department of Transportation.

## HIGHWAY TRANS. 233.08 SETBACK RESTRICTIONS:

There shall be no improvements (including trees and shrubs) or structures placed between the highway and the highway setback line.

## NOISE LEVEL RESTRICTION PER s. TRANS 233.105 (1):

The lots of this land division may experience noise at levels exceeding the levels in s. Trans 405.04, Table I. These levels are based on federal standards. The Department of Transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the Department to the highway's through-lane capacity.

## PRESERVATION RESTRICTIONS:

The Wetland Conservancy Areas shown on Outlot 1 of this Plat shall be subject to the following restrictions:

- Grading, filling, and excavation shall be prohibited in said Preservation Area, except as may be required for Nature Walking Trails. Filling of Wetlands and Floodplain is subject to approval by the City of Pewaukee and the Department of Natural Resources.
- Construction of structures within said Preservation Area shall be prohibited.
- Removal or destruction of any vegetative cover, i.e., trees, shrubs, wildflowers, sedges, grasses, and the like, shall be prohibited with the exception of dead or diseased vegetation removal and noxious weeds as defined in the City municipality weed control ordinance, except as may be required for Nature Walking Trails.
- Introduction of plant material not indigenous to the existing environment of the Preservation Area shall be prohibited in the Preservation Area.
- Grazing by domesticated animals (e.g., horses, pigs, sheep and cows) shall be prohibited within said Preservation Area.
- No dumping of "solid" or "liquid" waste or driving of motorized vehicles will be allowed within any Outlot or Open Space Area. Vegetative debris is also "solid waste".

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

**DATE:** November 21, 2022

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action Regarding **Woodleaf Reserve Addition 4B** [Wagner]

***BACKGROUND:***

In accordance with the Developer's Agreement, the accepting resolution accepts the public improvements for the development and establishes the 1 year guarantee period for the improvements.

The Woodleaf Reserve Addition 4B development construction began this past Spring and to date the work has involved extensive grading, pond installation, public utility (sewer and water) construction, storm sewer, curb and gutter, and road construction through the binder course of asphalt.. We recommend the requested reduction. The remaining letter of credit value of \$610,525.21 is sufficient to complete the project.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Council approve the Accepting Resolution and the Third Reduction of Woodleaf Reserve Addition 4B Letter of Credit from \$1,290,427.21 to \$610,525.21 (Reduction of \$679,902.00).

**ATTACHMENTS:**

Description

LOC Reduction Request

Resolution 22-11-52 Accepting Public Improve Woodleaf





HOMES • LAND • INVESTMENTS

October 17, 2022

Magdelene Wagner  
City of Pewaukee  
Director of Public Works/City Engineer  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072

RE: Woodleaf Reserve Phase V - Letter of Credit Reduction #3

Dear Ms. Wagner:

On behalf of Woodleaf Investments LLC please accept this request for the City of Pewaukee to inspect the completed improvements in Woodleaf Reserve Phase V and to reduce the letter of credit per the costs outlined below:

|                                           |                       |
|-------------------------------------------|-----------------------|
| <b>Starting Letter of Credit Balance</b>  | <b>\$1,290,427.21</b> |
| -Less Requested Reductions-               |                       |
| Grading and Erosion Control               | \$304,633.00          |
| Sanitary Sewer Construction               | \$150,595.00          |
| Water System Construction                 | \$85,790.75           |
| Storm Sewer Construction                  | \$68,221.00           |
| Road Paving (base, curb & binder)         | <u>\$70,662.25</u>    |
| <b>Total Reduction</b>                    | <b>\$679,902.00</b>   |
| <b>Remaining Letter of Credit Balance</b> | <b>\$610,525.21</b>   |

Enclosed herewith is a copy of Super Western's Pay Application No. 4, a copy of Blaze Landscape Contracting's invoice and partial lien waivers from Super Western, Inc, Super Excavators, Stark Pavement Corporation and Blaze Landscape Contracting. Also enclosed is a letter of credit worksheet which tracks the letter of credit draws and balances. Please review this request and include the letter of credit reduction on the November 7<sup>th</sup> City Council agenda for review and action if possible. If you have any questions or concerns regarding this request, please call me at (262) 424-5997. Thank you for your assistance with this request.

Respectfully Submitted,

Joseph A. Bukovich, P.E.  
Owner's Authorized Representative  
Enclosures

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2021222-4

To Owner: Woodleaf Investments LLC Project: 21.02.022 Woodleaf Phase 5

Application No.: 4

Distribution to:  
☐ Owner  
☐ Architect  
☐ Contractor

Period To: 9/14/2022

From Contractor: Super Western361  
 N59W14601 Bobolink Ave.  
 Menomonee Falls, WI 53051

Via Architect:

Project Nos:

Contract For:

Contract Date:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet is attached

|                                            |                |
|--------------------------------------------|----------------|
| 1. Original Contract Sum                   | \$1,861,479.25 |
| 2. Net Change By Change Order              | \$0.00         |
| 3. Contract Sum To Date                    | \$1,861,479.25 |
| 4. Total Completed and Stored To Date      | \$1,667,936.00 |
| 5. Retainage:                              |                |
| a 5.00% of Completed Work                  | \$83,396.80    |
| b 0.00% of Stored Material                 | \$0.00         |
| Total Retainage                            | \$83,396.80    |
| 6. Total Earned Less Retainage             | \$1,584,539.20 |
| 7. Less Previous Certificates For Payments | \$948,398.06   |
| 8. Current Payment Due                     | \$636,141.14   |
| 9. Balance To Finish, Plus Retainage       | \$276,940.05   |

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 that current payment shown

CONTRACTOR: Super Western361

By: [Signature] Date: 9/24/22

State of: Wisconsin  
 Subscribed and sworn to before me this 24th  
 Notary Public: Mary Ellen Klay  
 My Commission Expires: 9/15/2025

County of: Waushara  
 day of: September



## 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 the quality of the Architect's knowledge, information, and belief, the Work has proceeded as indicated, and the quality of the Work is in accordance with the Contract Documents.

AMOUNT CERTIFIED \$ 636,141.14

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Joseph B. Bink Date: 10/14/22

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

| CHANGE ORDER SUMMARY                               | Additions | Deductions |
|----------------------------------------------------|-----------|------------|
| Total changes approved in previous months by Owner | \$0.00    | \$0.00     |
| Total Approved this Month                          | \$0.00    | \$0.00     |
| TOTALS                                             | \$0.00    | \$0.00     |
| Net Changes By Change Order                        | \$0.00    |            |



# Progress Billing Invoice

From: Super Western361  
N59W14601 Bobolink Ave.  
Menomonee Falls, WI 53051

Invoice #: 2021222-4  
Date: 09/14/22  
Application #: 4

To: Woodleaf Investments LLC

Invoice Due Date: 10/14/22  
Payment Terms: Net 30 Days

Contract: 21.02.022 Woodleaf Phase 5

| Cont Item | Description          | Contract Amount | Contract Quantity | Quantity This Period | Quantity JTD | Unit Price | Amount This Period | Amount To-Date | % Comp  |
|-----------|----------------------|-----------------|-------------------|----------------------|--------------|------------|--------------------|----------------|---------|
| 5         | Mobilization         | 55,025.00       | 1.00              | 0.00                 | 0.50         | EA         | 0.00               | 27,512.50      | 50.00%  |
| 10        | Tracking Pad         | 2,765.00        | 1.00              | 0.00                 | 1.00         | EA         | 0.00               | 2,765.00       | 100.00% |
| 20        | Strip Topsoil        | 67,200.00       | 21,000.00         | 0.00                 | 15,750.00    | CY         | 0.00               | 50,400.00      | 75.00%  |
| 30        | Cut/Fill             | 160,050.00      | 33,000.00         | 0.00                 | 19,800.00    | CY         | 0.00               | 96,030.00      | 60.00%  |
| 40        | Handle Sewer Spoil   | 59,250.00       | 15,000.00         | 15,000.00            | 15,000.00    | CY         | 59,250.00          | 59,250.00      | 100.00% |
| 50        | Handle Borrow        | 155,200.00      | 48,500.00         | 48,500.00            | 48,500.00    | CY         | 155,200.00         | 155,200.00     | 100.00% |
| 60        | Subgrade Road        | 9,962.00        | 1.00              | 1.00                 | 1.00         | EA         | 9,962.00           | 9,962.00       | 100.00% |
| 70        | Backfill Curb        | 4,196.00        | 1.00              | 1.00                 | 1.00         | EA         | 4,196.00           | 4,196.00       | 100.00% |
| 80        | Sand for Pond Bottom | 27,150.00       | 600.00            | 600.00               | 600.00       | CY         | 27,150.00          | 27,150.00      | 100.00% |
| 90        | Replace Topsoil      | 33,110.00       | 11,000.00         | 11,000.00            | 11,000.00    | CY         | 33,110.00          | 33,110.00      | 100.00% |
| 300       | 8" Sanitary          | 248,775.00      | 1,605.00          | 481.00               | 1,605.00     | LF         | 74,555.00          | 248,775.00     | 100.00% |
| 305       | 6" Sanitary Lateral  | 177,930.00      | 1,318.00          | 490.00               | 1,318.00     | LF         | 66,150.00          | 177,930.00     | 100.00% |
| 310       | 6" Risers            | 4,830.00        | 21.00             | 0.00                 | 21.00        | VF         | 0.00               | 4,830.00       | 100.00% |
| 315       | 48" Sanitary MH      | 35,650.00       | 155.00            | 43.00                | 155.00       | VF         | 9,890.00           | 35,650.00      | 100.00% |
| 320       | 8" Watermain         | 142,800.00      | 1,680.00          | 496.00               | 1,680.00     | LF         | 42,160.00          | 142,800.00     | 100.00% |
| 325       | 8" Gate Valve        | 14,000.00       | 7.00              | 1.00                 | 7.00         | EA         | 2,000.00           | 14,000.00      | 100.00% |
| 330       | Hydrant Assembly     | 33,000.00       | 6.00              | 2.00                 | 6.00         | EA         | 11,000.00          | 33,000.00      | 100.00% |
| 335       | 6" Hydrant Lead      | 7,380.00        | 82.00             | 32.00                | 82.00        | LF         | 2,880.00           | 7,380.00       | 100.00% |
| 340       | 1.25" PE WS          | 97,020.00       | 1,386.00          | 474.80               | 1,386.00     | LF         | 33,236.00          | 102,505.25     | 105.65% |
| 345       | 12" RCP Storm        | 66,294.00       | 1,143.00          | 61.00                | 1,143.00     | LF         | 3,538.00           | 66,294.00      | 100.00% |
| 350       | 24" RCP Storm        | 56,238.00       | 721.00            | 341.00               | 721.00       | LF         | 26,598.00          | 56,238.00      | 100.00% |
| 355       | RCP Ends             | 4,400.00        | 4.00              | 0.00                 | 4.00         | EA         | 0.00               | 4,400.00       | 100.00% |
| 360       | Curb Inlets          | 59,625.00       | 25.00             | 6.00                 | 25.00        | EA         | 14,310.00          | 59,625.00      | 100.00% |
| 365       | Storm Manhole        | 20,925.00       | 9.00              | 3.00                 | 9.00         | EA         | 6,975.00           | 20,925.00      | 100.00% |
| 370       | 8" Perforated Pipe   | 16,800.00       | 240.00            | 240.00               | 240.00       | LF         | 16,800.00          | 16,800.00      | 100.00% |

# Progress Billing Invoice

From: Super Western361  
N59W14601 Bobolink Ave.  
Menomonee Falls, WI 53051

Invoice #: 2021222-4

Date: 09/14/22

Application #: 4

To: Woodleaf Investments LLC

Invoice Due Date: 10/14/22

Payment Terms: Net 30 Days

Contract: 21.02.022 Woodleaf Phase 5

| Cont Item | Description                   | Contract Amount | Contract Quantity | Quantity This Period | Quantity JTD | U/M | Unit Price   | Amount This Period | Amount To-Date | % Comp  |
|-----------|-------------------------------|-----------------|-------------------|----------------------|--------------|-----|--------------|--------------------|----------------|---------|
| 400       | 5" Base Course (3/4" TB)      | 24,225.00       | 5,700.00          | 1,800.00             | 5,700.00     | SY  | 4.25000      | 7,650.00           | 24,225.00      | 100.00% |
| 410       | 5" Base Course (1 25" TB)     | 37,050.00       | 5,700.00          | 1,800.00             | 5,700.00     | SY  | 6.50000      | 11,700.00          | 37,050.00      | 100.00% |
| 420       | 30" Mountable Curb and Gutter | 58,169.25       | 3,765.00          | 1,505.00             | 3,765.00     | LF  | 15.45000     | 23,252.25          | 58,169.25      | 100.00% |
| 430       | Asphalt Binder                | 67,260.00       | 5,700.00          | 1,800.00             | 5,700.00     | SY  | 11.80000     | 21,240.00          | 67,260.00      | 100.00% |
| 440       | 30VF Curb and Gutter Islands  | 13,970.00       | 635.00            | 310.00               | 635.00       | LF  | 22.00000     | 6,820.00           | 13,970.00      | 100.00% |
| 450       | Asphalt Surface Course        | 39,900.00       | 5,700.00          | 0.00                 | 0.00         | SY  | 7.00000      | 0.00               | 0.00           | 0.00%   |
| 460       | Interim Inlet                 | 25,000.00       | 25.00             | 0.00                 | 0.00         | EA  | 1,000.00000  | 0.00               | 0.00           | 0.00%   |
| 470       | Asphalt Wedge Removal         | 7,200.00        | 1.00              | 0.00                 | 0.00         | EA  | 7,200.00000  | 0.00               | 0.00           | 0.00%   |
| 800       | Undercut Allowance            | 23,000.00       | 1.00              | 0.00                 | 0.46         | EA  | 23,000.00000 | 0.00               | 10,534.00      | 45.80%  |
| 810       | Cleanup After Utilities       | 6,130.00        | 1.00              | 0.00                 | 0.00         | EA  | 6,130.00000  | 0.00               | 0.00           | 0.00%   |

Total Billed To Date: 1,667,936.00  
Less Retainage: 83,396.80  
Less Previous Applications: 948,398.06  
Total Due This Invoice: 636,141.14





SUPER WESTERN, INC.

An Equal Opportunity Employer

## PARTIAL WAIVER OF LIEN

September 26, 2022

For value received, I/we hereby waive all rights and claims for lien on land  
and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,  
for: Woodleaf Investments LLC (Owner),  
by: Super Western, Inc (Contractor),  
for: Labor, equipment, and/or materials  
same being situated in Waukesha County, State of Wisconsin, described as:

Woodleaf Reserve Phase 5

SWI #21-02-022

for all labor performed, and for all material furnished for the erection, construction, alteration or repair of said buildings and  
appurtenance of \$636,141.14 upon receipt of the same.

*Mary Ellen Blawie*  
Super Western, Inc

ROAD BUILDERS • EARTH WORK • GRADING • BUILDING EXCAVATION

N59 W14601 BOBOLINK AVENUE • MENOMONEE FALLS, WI 53051

PHONE: (262) 252-5995 • FAX: (262) 252-5397

Page 6 of 13



SUPER WESTERN, INC.

An Equal Opportunity Employer

## PARTIAL WAIVER OF LIEN

September 26, 2022

For value received, I/we hereby waive all rights and claims for lien on land  
and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,  
for: Woodleaf Investments LLC (Owner),  
by: Super Western, Inc (Contractor),  
for: Labor, equipment, and/or materials  
same being situated in Waukesha County, State of Wisconsin, described as:

Woodleaf Reserve Phase 5  
SWI #21-02-022

for all labor performed, and for all material furnished for the erection, construction, alteration or repair of said buildings and  
appurtenance, upon receipt of payment for payment application 4 dated 9/14/2022

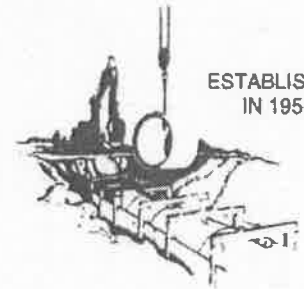
*Mary Ellen Klaver*  
Super Western, Inc





AN EQUAL OPPORTUNITY EMPLOYER

SUPER EXCAVATORS, INC.



ESTABLISHED  
IN 1950

## PARTIAL WAIVER OF LIEN

September 28, 2022

For value received, I/we hereby waive all rights and claims for lien on land  
and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,  
for: Woodleaf Investments LLC (Owner),  
by: Super Excavators, Inc (Contractor),  
for: Labor, equipment, and/or materials  
same being situated in Waukesha County, State of Wisconsin, described as:

Woodleaf Reserve Phase 5  
SWI #21-02-022

for all labor performed, and for all material furnished for the erection, construction, alteration or repair of said buildings and  
appurtenance, upon receipt of payment for payment application 4 dated 9/14/2022

*Mary Ellen Kiefer*  
Super Excavators, Inc



SUPER WESTERN, INC.

An Equal Opportunity Employer

## PARTIAL WAIVER OF LIEN

September 28, 2022

For value received, I/we hereby waive all rights and claims for lien on land  
and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,  
for: Woodleaf Investments LLC (Owner),  
by: Stark Pavement, Inc (Contractor),  
for: Labor, equipment, and/or materials  
same being situated in Waukesha County, State of Wisconsin, described as:

Woodleaf Reserve Phase 5

SWI #21-02-022

for all labor performed, and for all material furnished for the erection, construction, alteration or repair of said buildings and  
appurtenance, upon receipt of payment for payment application 4 dated 9/14/2022

  
Stark Pavement, Inc

Vice President

ROAD BUILDERS • EARTH WORK • GRADING • BUILDING EXCAVATION  
N59 W14601 BOBOLINK AVENUE • MENOMONEE FALLS, WI 53051  
PHONE: (262) 252-5995 • FAX: (262) 252-5397  
SUPERWESTERN.COM



**BLAZE LANDSCAPE CONTRACTING INC**

W180N5325 Marcy Rd  
Menomonee Falls, WI 53051 US  
+1 2622523188  
SALES@BLAZELANDSCAPE.COM  
www.blazelandscape.com

**Invoice****BILL TO**

WOODLEAF INVESTMENTS LLC  
C/O JOE BUKOVISH  
19000 W BLUEMOUND ROAD  
BROOKFIELD, WI 53045

**SHIP TO**

WOODLEAF PHASE V

| INVOICE # | DATE       | TOTAL DUE   | DUE DATE   | TERMS  | ENCLOSED |
|-----------|------------|-------------|------------|--------|----------|
| 17601     | 09/08/2022 | \$15,765.00 | 10/08/2022 | Net 30 |          |

| DESCRIPTION                                    | QTY    | RATE     | AMOUNT    |
|------------------------------------------------|--------|----------|-----------|
| 8/1- SEED, FERTILIZE, & MULCH                  | 17,200 | 0.50     | 8,600.00T |
| 8/1- SEED, FERTILIZE, FABRIC                   | 3,000  | 1.50     | 4,500.00T |
| (12) ROCK BAGS INSTALLED.                      | 12     | 200.00   | 2,400.00T |
| EXTRA: TACK WATERED ALL MULCHED AREAS.         | 1      | 1,800.00 | 1,800.00T |
| TOPSOIL CREDIT 1,200 YARDS HAULED OFF PER JRS. | 1,200  | -2.00    | -2,400.00 |

THANK YOU FOR YOUR BUSINESS!

SUBTOTAL 14,900.00  
TAX (5%) 865.00  
TOTAL 15,765.00  
BALANCE DUE

**\$15,765.00**

OK  
JAB ✓  
10/11/22

ACCEPTED PAYMENT METHODS: CASH, CHECK, ONLINE PAYMENT THROUGH QUICKBOOKS.

BLAZE LANDSCAPE CONTRACTING, INC. DOES NOT ACCEPT ACH OR CREDIT CARD PAYMENTS, OR WIRE TRANSFERS AT THIS TIME.

PLEASE CALL OUR OFFICE AT 262-252-5188, OPT. 4 IF YOU HAVE ANY PAYMENT QUESTIONS!

## WAIVER OF LIEN

.....10/7/2022.....

**For value received,** we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for ..... **WOODLEAF INVESTMENTS LLC**..... (Owner) ,

by .....Blaze Landscape Contracting, Inc.....(Subcontractor) ,

for .....EROSION CONTROL INV 17601.....

same being situated in ..**Waukesha**.. County, State of Wisconsin, described as:

.....**WOODLEAF RESERVE PHASE V**.....

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, and none other.



... Blaze Landscape Contracting, Inc.....



Woodleaf Reserve Addn. No. 4 Letter of Credit

|       |                                               | ORIGINAL BID    | Reduction #1  | Reduction #2  | Reduction #3  |              |              |              |               |
|-------|-----------------------------------------------|-----------------|---------------|---------------|---------------|--------------|--------------|--------------|---------------|
|       |                                               | LOC AMOUNT      | 6/6/22        | 7/18/22       | 10/17/22      | Reduction #4 | Reduction #5 | Reduction #6 | BALANCE       |
| 1     | Grading and erosion control                   | \$ 472,456.63   | \$ -          | \$ -          | \$ 304,633.00 | \$ -         | \$ -         | \$ -         | \$ 167,823.63 |
| 2     | Sanitary sewer construction                   | \$ 467,185.00   | \$ 316,590.00 | \$ -          | \$ 150,595.00 | \$ -         | \$ -         | \$ -         | \$ -          |
| 3     | Water system construction                     | \$ 294,200.00   | \$ 202,910.00 | \$ 5,499.25   | \$ 85,790.75  | \$ -         | \$ -         | \$ -         | \$ -          |
| 4     | Storm sewer construction                      | \$ 224,282.00   | \$ 156,061.00 | \$ -          | \$ 68,221.00  | \$ -         | \$ -         | \$ -         | \$ -          |
| 5     | Road paving incl. stone base, curb and binder | \$ 200,674.25   | \$ -          | \$ 130,012.00 | \$ 70,662.25  | \$ -         | \$ -         | \$ -         | \$ -          |
| 6     | Surface course paving (2023)                  | \$ 72,100.00    | \$ -          | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ 72,100.00  |
| 7     | Undercut and utility cleanup allowances       | \$ 29,130.00    | \$ -          | \$ 10,534.00  | \$ -          | \$ -         | \$ -         | \$ -         | \$ 18,596.00  |
| 8     | Contingency (20%)                             | \$ 352,005.58   | \$ -          | \$ -          | \$ -          | \$ -         | \$ -         | \$ -         | \$ 352,005.58 |
| TOTAL |                                               | \$ 2,112,033.46 | \$ 675,561.00 | \$ 146,045.25 | \$ 679,902.00 | \$ -         | \$ -         | \$ -         | \$ 610,525.21 |

Notes:

Phase 5A guarantee for improvements expires 8/15/2023.  
Phase 5B guarantee for improvements expires \_\_\_\_\_.

**RESOLUTION NO. 22-11-52**

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS  
WOODLEAF RESERVE ADDITION 4B DEVELOPMENT**

**WHEREAS**, Woodleaf Investments, LLC, a partnership, and the City of Pewaukee, entered into a Developer's Agreement dated February 21, 2022 on file in the City Clerk's office, to govern the development of a parcel of real property owned by Woodleaf Investments, LLC, containing approximately 77.91 acres for residential use more particularly described in Exhibit B (Final Plat) on file in the City Clerk's office and incorporated herein, referred to in said Agreement and herein as the "Property;" and

**WHEREAS**, the Agreement provides that Woodleaf Investments, LLC would construct and install the necessary sanitary\_sewer facilities, water distribution facilities, public streets, surface and storm water drainage, and street signs and traffic control within the Property; and,

**WHEREAS**, the public improvements have been completed and dedicated by Woodleaf Investments, LLC to the City for the Woodleaf Reserve Addition 4B; and,

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

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

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

Dated this 21<sup>st</sup> day of November 2022

City of Pewaukee

Attest:

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

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



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 12.**

**DATE:** November 21, 2022

**DEPARTMENT:** PW - Water/Sewer

**PROVIDED BY:** Magdelene Wagner/Jane Mueller

***SUBJECT:***

Discussion and possible action to approve the Sanitary Sewer and Water Utilities 2023 Operating and Maintenance and Capital Budget [Mueller/Wagner]

***BACKGROUND:***

As requested, we are bringing the sewer and water budget for approval to the Council. Attached you will find the 2023 Operating & Maintenance Budget and the Capital Budget.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Council approve the sewer and water 2023 Operating and Maintenance Budget and the 2023 Capital Budget.

**ATTACHMENTS:**

Description

2023 Operating & Maintenance Budget

2023 Capital Budget

**CITY OF PEWAUKEE  
WATER UTILITY  
2023 OPERATING BUDGET SUMMARY**

|                                                 | 2021<br>Actual | 2022              |                      |                | 2023<br>Budget |
|-------------------------------------------------|----------------|-------------------|----------------------|----------------|----------------|
|                                                 |                | 6 Month<br>Actual | Year End<br>Forecast | 2022<br>Budget |                |
| <b>Operating Revenues</b>                       | 2,642,950      | 1,230,573         | 2,761,714            | 2,653,200      | 2,794,086      |
| <b>Operating Expenses</b>                       |                |                   |                      |                |                |
| Wages Not Charged to Projects                   | 224,836        | 133,584           | 290,900              | 241,073        | 394,721        |
| Fringe Benefits                                 | 120,929        | 86,918            | 222,567              | 249,852        | 273,657        |
| Source of Supply Expenses                       | 61,231         | 4,156             | 97,350               | 106,275        | 131,175        |
| Pumping Expenses                                | 259,612        | 116,173           | 299,500              | 349,750        | 366,850        |
| Water Treatment Expenses                        | 161,253        | 78,418            | 174,000              | 168,500        | 195,000        |
| Transmission & Distribution                     | 148,722        | 44,931            | 206,300              | 283,800        | 362,900        |
| Consultants & Studies                           | 33,069         | 11,840            | 45,000               | 35,000         | 40,000         |
| Shared Transportation & Maintenance             | 48,459         | 21,010            | 55,260               | 54,365         | 63,000         |
| Shared Administrative Expenses                  | 157,621        | 118,855           | 164,044              | 195,960        | 215,489        |
| PSC Remainder Tax                               | 2,675          | -                 | 2,603                | 2,500          | 3,000          |
| Property Tax Equivalent                         | 550,886        | -                 | 535,000              | 620,000        | 560,000        |
| <b>Total Operating Expenses</b>                 | 1,769,293      | 615,885           | 2,092,524            | 2,307,075      | 2,605,792      |
| <b>Operating Profit before<br/>Depreciation</b> | 873,657        | 614,688           | 669,190              | 346,125        | 188,294        |
| <b>Depreciation Expense</b>                     | 1,274,764      | 662,500           | 1,325,000            | 1,325,000      | 1,350,150      |
| <b>Net (Loss) from Operations</b>               | (401,107)      | (47,812)          | (655,810)            | (978,875)      | (1,161,856)    |
| <b>Non-Operating Revenue</b>                    |                |                   |                      |                |                |
| Interest on Investments/AR                      | 3,185          | 76                | 2,075                | 2,050          | 2,575          |
| Long Term Debt Premium                          | 11,649         | -                 | -                    | 11,649         | -              |
| Interest on Special Assessments                 | 3,580          | -                 | 3,500                | 4,300          | 3,500          |
| Water Construction                              | 2,110,715      | 197,207           | 297,000              | 395,000        | 395,000        |
| Deferred/Contemplated Sp Assmt Payoffs          | -              | 130,403           | 175,000              | -              | 75,000         |
| Gain/Loss on Fixed Asset Disposal               | 12,000         | 1,722             | 2,000                | 5,000          | 10,000         |
| <b>Total Non-Operating Revenues</b>             | 2,141,129      | 329,408           | 479,575              | 417,999        | 486,075        |
| <b>Non-Operating Expenses</b>                   |                |                   |                      |                |                |
| Interest on Long Term Debt and Debt Exp         | 241,193        | 78,114            | 276,577              | 309,112        | 472,909        |
| <b>Net Profit (Loss)</b>                        | 1,498,829      | 203,482           | (452,812)            | (869,988)      | (1,148,690)    |



**CITY OF PEWAUKEE  
WATER UTILITY  
2023 OPERATING BUDGET**

|                          |                            | 2021<br>Actual | 2021              |                      |                | 2023<br>Budget |
|--------------------------|----------------------------|----------------|-------------------|----------------------|----------------|----------------|
|                          |                            |                | 6 Month<br>Actual | Year End<br>Forecast | 2022<br>Budget |                |
| Operating Revenues       |                            |                |                   |                      |                |                |
| 600-00432-46241          | Private Fire Protection    | 75,739         | 38,065            | 76,128               | 76,000         | 77,500         |
| 600-00461-46450          | Metered Sales-Residential  | 1,189,803      | 506,835           | 1,175,000            | 1,150,000      | 1,200,000      |
| 600-00461-46451          | Metered Sales-Industrial   | 110,779        | 48,545            | 112,000              | 112,000        | 112,000        |
| 600-00461-46452          | Metered Sales-Commercial   | 460,877        | 175,121           | 470,000              | 517,000        | 475,000        |
| 600-00461-46453          | Metered Sales-Public       | 10,366         | 4,159             | 6,000                | 5,200          | 6,500          |
| 600-00461-46454          | Metered Sales-Multi Family | 205,120        | 97,670            | 208,000              | 208,000        | 208,000        |
| 600-00463-46242          | Public Fire Protection     | 559,053        | 346,293           | 692,586              | 566,000        | 692,586        |
| Total Operating Revenues |                            | 2,611,737      | 1,216,688         | 2,739,714            | 2,634,200      | 2,771,586      |

**Other Revenues**

|                             |                              |        |        |        |        |        |
|-----------------------------|------------------------------|--------|--------|--------|--------|--------|
| 600-00470-45111             | Late Payment Penalty         | 9,465  | 4,494  | 8,000  | 8,000  | 8,500  |
| 600-00474-48901             | Other Water Revenues         | 16,085 | 6,566  | 9,000  | 6,000  | 9,000  |
| 600-00474-46191             | Other Revenue-Spec Assmt Ltr | 5,663  | 2,825  | 5,000  | 5,000  | 5,000  |
| <b>Total Other Revenues</b> |                              | 31,213 | 13,885 | 22,000 | 19,000 | 22,500 |

**Total Revenues**

|           |           |           |           |           |
|-----------|-----------|-----------|-----------|-----------|
| 2,642,950 | 1,230,573 | 2,761,714 | 2,653,200 | 2,794,086 |
|-----------|-----------|-----------|-----------|-----------|

**Expenses**

**Wages Not Charged to Projects**

|                    |                            |         |         |         |         |         |
|--------------------|----------------------------|---------|---------|---------|---------|---------|
| 600-00600-51100    | Wages                      | 20,760  | 15,334  | 23,500  | 23,500  | 27,688  |
| 600-00620-51100    | Wages                      | 47,954  | 27,888  | 55,000  | 51,700  | 63,957  |
| 600-00630-51100    | Wages                      | 9,712   | 6,551   | 13,900  | 15,780  | 12,953  |
| 600-00640-51100    | Wages                      | 19,720  | 12,325  | 32,300  | 26,000  | 26,301  |
| 600-00902-51220    | Meter Reading Wages        | 4,289   | 3,501   | 5,650   | 5,650   | 5,722   |
| 600-00920-51200    | Salaries - Administrative  | 93,489  | 42,134  | 121,550 | 95,000  | 185,698 |
| 600-00920-51220    | Internal Engineering Wages | 28,912  | 25,851  | 39,000  | 23,443  | 72,402  |
| <b>Total Wages</b> |                            | 224,836 | 133,584 | 290,900 | 241,073 | 394,721 |

**CITY OF PEWAUKEE  
WATER UTILITY  
2023 OPERATING BUDGET**

|                       |                                        | 2021<br>Actual | 2021              |                      |                | 2023<br>Budget |
|-----------------------|----------------------------------------|----------------|-------------------|----------------------|----------------|----------------|
|                       |                                        |                | 6 Month<br>Actual | Year End<br>Forecast | 2022<br>Budget |                |
| Fringe Benefits       |                                        |                |                   |                      |                |                |
| 600-00408-51300       | Fica Expense                           | 26,898         | 13,101            | 30,120               | 30,120         | 36,177         |
| 600-00926-51310       | Benefits - Health Insurance            | 43,519         | 32,381            | 65,000               | 79,285         | 103,225        |
| 600-00926-51320       | Benefits - Dental Insurance            | 3,110          | 2,026             | 5,347                | 5,347          | 5,525          |
| 600-00926-51330       | Benefits - Optical Insurance           | 487            | 256               | 697                  | 697            | 694            |
| 600-00926-51360       | Benefits - Pension                     | 24,263         | 11,760            | 25,593               | 25,593         | 32,157         |
| 600-00926-51340       | Benefits - Life Insurance              | 804            | 511               | 921                  | 921            | 1,043          |
| 600-00926-51350       | Benefits - Disability Insurance        | 1,218          | 778               | 1,394                | 1,394          | 1,585          |
| 600-00926-51390       | Vac/Sick Liability Expense             | 39,012         | 13,578            | 58,500               | 71,500         | 52,031         |
| 600-00926-51950       | Benefits - Charged To/From Other Depts | 13,748         | 12,527            | 18,745               | 18,745         | 24,970         |
| 600-00926-51361       | Pension Expenses GASB 68               | (32,130)       | -                 | 16,250               | 16,250         | 16,250         |
| Total Fringe Benefits |                                        | 120,929        | 86,918            | 222,567              | 249,852        | 273,657        |

**Plant Operation & Maintenance**

**Source of Supply Expenses**

|                                        |                               |        |       |        |         |         |
|----------------------------------------|-------------------------------|--------|-------|--------|---------|---------|
| 600-00600-53400                        | Source of Supply- Repairs     | 40,019 | -     | 75,000 | 75,000  | 100,000 |
| 600-00601-53200                        | Purchased Water               | -      | -     | -      | 300     | 300     |
| 600-00602-53400                        | Operating Supplies & Expenses | 137    | -     | 350    | 850     | 750     |
| 600-00602-52310                        | Building and Grounds          | 20,950 | 4,031 | 22,000 | 30,000  | 30,000  |
| 600-00603-52200                        | Water Withdrawal Fee - DNR    | 125    | 125   | -      | 125     | 125     |
| <b>Total Source of Supply Expenses</b> |                               | 61,231 | 4,156 | 97,350 | 106,275 | 131,175 |

**Pumping Expenses**

|                               |                              |         |         |         |         |         |
|-------------------------------|------------------------------|---------|---------|---------|---------|---------|
| 600-00622-52210               | Power Purchased/Pumping      | 236,574 | 100,755 | 248,000 | 248,000 | 260,000 |
| 600-00623-53400               | Operating Supplies & Expense | 239     | 274     | 400     | 400     | 400     |
| 600-00623-52310               | Building and Grounds         | 3,879   | 1,016   | 10,000  | 11,000  | 15,000  |
| 600-00623-52200               | Utilities                    | 5,658   | 5,295   | 6,100   | 5,350   | 6,450   |
| 600-00625-52400               | Repairs-Pumping Equipment    | 13,262  | 8,833   | 35,000  | 85,000  | 85,000  |
| <b>Total Pumping Expenses</b> |                              | 259,612 | 116,173 | 299,500 | 349,750 | 366,850 |



**CITY OF PEWAUKEE  
WATER UTILITY  
2023 OPERATING BUDGET**

|                                |                               | 2021<br>Actual | 2021              |                      |                | 2023<br>Budget |
|--------------------------------|-------------------------------|----------------|-------------------|----------------------|----------------|----------------|
|                                |                               |                | 6 Month<br>Actual | Year End<br>Forecast | 2022<br>Budget |                |
| Water Treatment Expenses       |                               |                |                   |                      |                |                |
| 600-00631-53200                | Chemicals                     | 83,335         | 37,025            | 90,000               | 90,000         | 94,500         |
| 600-00631-52210                | Radium Treatment              | 44,333         | 22,877            | 47,000               | 46,000         | 49,500         |
| 600-00632-53400                | Operating Supplies & Expenses | 965            | 35                | 1,000                | 1,000          | 1,000          |
| 600-00632-52310                | Water Testing                 | 8,607          | 4,015             | 10,000               | 15,000         | 15,000         |
| 600-00635-52400                | Repairs and Maintenance       | 24,013         | 14,466            | 26,000               | 16,500         | 35,000         |
| Total Water Treatment Expenses |                               | 161,253        | 78,418            | 174,000              | 168,500        | 195,000        |

**Transmission & Distribution**

|                                                   |                |               |                |                |                |
|---------------------------------------------------|----------------|---------------|----------------|----------------|----------------|
| 600-00641-53400 Operating Supplies and Expense    | 1,480          | 703           | 1,750          | 3,500          | 1,750          |
| 600-00641-53410 Uniforms                          |                |               | 4,150          |                | 3,150          |
| 600-00641-53320 Meter Supplies                    | 997            | -             | 800            | 800            | 1,000          |
| 600-00641-52381 Cross Connection Inspection       | 12,191         | 7,026         | 14,100         | 15,000         | 15,000         |
| 600-00650-52400 Repairs - Reservr & Standpipes    | 6,874          | 1,546         | 8,000          | 40,000         | 40,000         |
| 600-00651-52400 Repairs - Transmission Lines      | 52,527         | 3,509         | 100,000        | 80,000         | 150,000        |
| 600-00651-52410 Repairs - Leak Detection          | -              | -             | 2,000          | 2,000          | 2,000          |
| 600-00652-52400 Repairs - Maintenance of Services | 20,422         | 10,917        | 35,000         | 35,000         | 40,000         |
| 600-00653-52400 Repairs - Meters                  | 21,642         | 11,378        | 14,000         | 20,000         | 27,000         |
| 600-00654-52400 Repairs - Hydrants                | 32,589         | 9,762         | 25,000         | 85,000         | 80,000         |
| 600-00655-52400 Repairs - Miscellaneous           | -              | 90            | 1,500          | 2,500          | 3,000          |
| <b>Total Transmission &amp; Distribution</b>      | <b>148,722</b> | <b>44,931</b> | <b>206,300</b> | <b>283,800</b> | <b>362,900</b> |

**Consultants & Studies**

|                                        |               |               |               |               |               |
|----------------------------------------|---------------|---------------|---------------|---------------|---------------|
| 600-00923-52399 Water Facilities Plan  | 33,069        | 11,840        | 45,000        | 35,000        | 40,000        |
| <b>Total Consultants &amp; Studies</b> | <b>33,069</b> | <b>11,840</b> | <b>45,000</b> | <b>35,000</b> | <b>40,000</b> |

**Shared Transportation and Maintenance Expenses**

|                                                              |               |               |               |               |               |
|--------------------------------------------------------------|---------------|---------------|---------------|---------------|---------------|
| 600-00933-53340 Transporation Expense - Vehicle Fuel         | 7,670         | 5,786         | 10,000        | 5,500         | 10,000        |
| 600-00933-55370 Transportation Expense - Vehicle Insurance   | 2,149         | -             | 2,410         | 2,365         | 3,250         |
| 600-00933-52400 Transportation Expense - Repair & Maintenanc | 7,100         | 2,460         | 6,500         | 6,500         | 7,750         |
| 600-00950-52100 Scada/Telemetry                              | 8,189         | 1,940         | 8,750         | 12,500        | 11,000        |
| 600-00950-52200 Safety                                       | 566           | 557           | 1,600         | 2,000         | 2,000         |
| 600-00950-52440 Diggers Hotline                              | 22,785        | 10,267        | 26,000        | 25,000        | 28,500        |
| 600-00950-52445 GIS Software Maintenance                     | -             |               | -             | 500           | 500           |
| <b>Total Shared Transportation and Maintenance</b>           | <b>48,459</b> | <b>21,010</b> | <b>55,260</b> | <b>54,365</b> | <b>63,000</b> |

**CITY OF PEWAUKEE  
WATER UTILITY  
2023 OPERATING BUDGET**

| 2021<br>Actual | 2021              |                      |                | 2023<br>Budget |
|----------------|-------------------|----------------------|----------------|----------------|
|                | 6 Month<br>Actual | Year End<br>Forecast | 2022<br>Budget |                |

**Shared Administrative Expenses**

|                                             |                                            |         |         |         |         |         |
|---------------------------------------------|--------------------------------------------|---------|---------|---------|---------|---------|
| 600-00901-52200                             | Meter Reading Expenses                     | 7,824   | 2,106   | 4,000   | 4,000   | 4,250   |
| 600-00903-53300                             | Billing                                    | 20,550  | 4,638   | 20,000  | 20,000  | 20,000  |
| 600-00904-57420                             | Water Utility Uncollectible                | 43      | (217)   | 100     | 25      | 100     |
| 600-00906-53300                             | Conservation/Public Relations              | -       | -       | 500     | 1,000   | 10,000  |
| 600-00921-53100                             | Office Supplies & Expenses                 | 2,770   | 1,325   | 2,500   | 2,500   | 2,750   |
| 600-00921-52301                             | Office Equipement Maintenance              | 2,483   | 684     | 3,250   | 6,000   | 3,250   |
| 600-00921-53305                             | Books & Periodicals                        | -       | -       | -       | 50      | 50      |
| 600-00921-53306                             | Postage                                    | 319     | 69      | 250     | 375     | 375     |
| 600-00921-53307                             | Notices & Publications                     | 132     | -       | 150     | 300     | 300     |
| 600-00921-52330                             | Telephone                                  | 3,191   | 1,200   | 3,250   | 3,500   | 3,500   |
| 600-00921-52331                             | Answering Service                          | 416     | 165     | 500     | 500     | 500     |
| 600-00921-53300                             | Mileage                                    | 251     | 218     | 350     | 350     | 375     |
| 600-00921-53210                             | Meals & Incidentals                        | 60      | 18      | 175     | 250     | 250     |
| 600-00923-52380                             | OPS - Engineer                             | -       | -       | 1,000   | 4,250   | 4,250   |
| 600-00923-52100                             | OPS - Attorney                             | 145     | -       | 300     | 2,500   | 2,500   |
| 600-00923-52120                             | OPS - Auditor/Accountant                   | 38,559  | 24,110  | 37,500  | 37,500  | 37,500  |
| 600-00923-52160                             | General Management                         | 40,000  | 40,000  | 40,000  | 40,000  | 40,000  |
| 600-00924-55120                             | Insurance - Property & Liability           | 12,553  | 14,515  | 15,000  | 14,000  | 16,500  |
| 600-00924-55110                             | Insurance - Workers Compensation           | 4,865   | 5,599   | 6,369   | 7,760   | 9,139   |
| 600-00924-55121                             | Insurance - Boiler & Machinery             | -       | -       | 1,200   | 1,200   | -       |
| 600-00928-52381                             | Regulatory & Commission Expense            | 992     | 57      | 5,000   | 5,000   | 8,000   |
| 600-00928-52382                             | PSC Water Rate Application -               | -       | -       | -       | 20,000  | 27,000  |
| 600-00930-53200                             | Uitlity Memberships & Continuing Education | 2,085   | 2,601   | 2,500   | 4,250   | 4,250   |
| 600-00930-55391                             | Rent                                       | 18,000  | 18,000  | 18,000  | 18,000  | 18,000  |
| 600-00930-53399                             | Miscellaneous General Expense              | 2,383   | 3,767   | 2,150   | 2,650   | 2,650   |
| <b>Total Shared Administrative Expenses</b> |                                            | 157,621 | 118,855 | 164,044 | 195,960 | 215,489 |

|                                 |                        |           |         |           |           |           |
|---------------------------------|------------------------|-----------|---------|-----------|-----------|-----------|
| 600-00408-55200                 | PSC Remainder Tax      | 2,675     | -       | 2,603     | 2,500     | 3,000     |
| 600-00408-55300                 | Property Tax Equivlent | 550,886   | -       | 535,000   | 620,000   | 560,000   |
| <b>Total Operating Expenses</b> |                        | 1,769,293 | 615,885 | 2,092,524 | 2,307,075 | 2,605,792 |



**CITY OF PEWAUKEE  
WATER UTILITY  
2023 OPERATING BUDGET**

|                                                    |                                        | 2021           |                   |                      | 2023<br>Budget |
|----------------------------------------------------|----------------------------------------|----------------|-------------------|----------------------|----------------|
|                                                    |                                        | 2021<br>Actual | 6 Month<br>Actual | Year End<br>Forecast |                |
| <b>Operating Profit (Loss) before Depreciation</b> |                                        | 873,657        | 614,688           | 669,190              | 346,125        |
| 600-00403-55000                                    | Depreciation Exp.                      | 1,274,764      | 662,500           | 1,325,000            | 1,325,000      |
| <b>Net Operating Profit (Loss) - Water</b>         |                                        | (401,107)      | (47,812)          | (655,810)            | (978,875)      |
|                                                    |                                        |                |                   |                      |                |
| <b>Non-Operating Revenue</b>                       |                                        |                |                   |                      |                |
| 600-00419-48100                                    | Interest Income                        | 3,118          | 15                | 2,000                | 2,000          |
| 600-00419-48102                                    | Interest/Special Assmts.               | 3,580          |                   | 3,500                | 4,300          |
| 600-00429-49120                                    | Long Term Debt Premium                 | 11,649         |                   |                      | 11,649         |
| 600-00432-46161                                    | Accounts Receivable Finance Charges    | 67             | 61                | 75                   | 50             |
| 600-00464-46313                                    | Water Construction                     | 2,110,715      | 197,207           | 297,000              | 395,000        |
| 600-00464-46320                                    | Deferred/Contemplated Sp Assmt Payoffs |                | 130,403           | 175,000              |                |
| 600-00475-48300                                    | Gain/Loss on Fixed Asset Disposal      | 12,000         | 1,722             | 2,000                | 5,000          |
| <b>Total Non-Operating Revenues</b>                |                                        | 2,141,129      | 329,408           | 479,575              | 417,999        |
|                                                    |                                        |                |                   |                      |                |
| <b>Non-Operating Expenses</b>                      |                                        |                |                   |                      |                |
| 600-00407-55100                                    | Amort Property Loss                    | -              | -                 |                      | -              |
| 600-00427-56100                                    | Interest/Long Term Debt                | 163,081        | 78,114            | 156,000              | 156,000        |
| 600-00428-56200                                    | Bond Issue Costs                       | -              | -                 | 42,465               | 75,000         |
| 600-00430-55400                                    | Amort/Debt Expense Still River         | 78,112         | -                 | 78,112               | 78,112         |
| <b>Total Non-Operating Expenses</b>                |                                        | 241,193        | 78,114            | 276,577              | 309,112        |
|                                                    |                                        |                |                   |                      |                |
| <b>Net Profit (Loss) - Water</b>                   |                                        | 1,498,829      | 203,482           | (452,812)            | (869,988)      |

**CITY OF PEWAUKEE  
SEWER UTILITY  
2023 OPERATING BUDGET SUMMARY**

|                                             | 2021<br>Actual | 2021              |                      |                | 2022<br>Budget |
|---------------------------------------------|----------------|-------------------|----------------------|----------------|----------------|
|                                             |                | 6 Month<br>Actual | Year End<br>Forecast | 2021<br>Budget |                |
| <b>Operating Revenues</b>                   | 4,088,889      | 2,062,146         | 4,118,915            | 4,134,648      | 4,148,200      |
| <b>Operating Expenses</b>                   |                |                   |                      |                |                |
| Wages                                       | 179,740        | 100,539           | 189,700              | 182,944        | 275,539        |
| Fringe Benefits                             | 71,427         | 52,588            | 119,843              | 134,535        | 147,355        |
| Plant Operation & Maintenance               | 2,791,259      | 474,379           | 2,431,200            | 2,442,730      | 3,064,352      |
| Consultants & Studies                       | 6,201          | 110,600           | 212,000              | 92,500         | 115,500        |
| Shared Transportation & Maintenance         | 48,423         | 21,196            | 55,260               | 54,365         | 63,000         |
| Shared Administrative Expenses              | 138,056        | 107,795           | 159,144              | 170,960        | 180,689        |
| <b>Total Operating Expenses</b>             | 3,235,106      | 867,097           | 3,167,147            | 3,078,034      | 3,846,435      |
| <b>Operating Profit before Depreciation</b> | 853,783        | 1,195,049         | 951,768              | 1,056,614      | 301,765        |
| <b>Depreciation Expense</b>                 | 782,665        | 400,000           | 800,000              | 800,000        | 800,000        |
| <b>Net Profit (Loss) from Operation</b>     | 71,118         | 795,049           | 151,768              | 256,614        | (498,235)      |
| <b>Non-Operating Revenue</b>                |                |                   |                      |                |                |
| Interest on Investments/AR                  | 10,638         | 8,179             | 15,700               | 10,050         | 15,050         |
| Interest on Special Assessments             | 17,730         | 45                | 17,000               | 20,000         | 16,500         |
| Sewer Service Connection Fees               | 2,984,657      | 283,336           | 233,573              | 419,973        | 407,500        |
| Deferred Special Assmt Payoff               | -              | 20,017            | 25,000               | -              | 25,000         |
| Other Non-Operating Revenue                 | 12,000         | -                 | 2,000                | 5,000          | 10,000         |
| <b>Total Non-Operating Revenue</b>          | 3,025,025      | 311,577           | 293,273              | 455,023        | 474,050        |
| <b>Non-Operating Expenses</b>               |                |                   |                      |                |                |
| Interest on Long Term Debt and              | 32,062         | 20,733            | 27,014               | 27,500         | 179,291        |
| Bond Discount                               |                |                   |                      |                |                |
| Amortization of Premium                     | (2,514)        | -                 | -                    | -              | -              |
| <b>Net Profit (Loss) - Sewer</b>            | 3,064,081      | 1,085,893         | 418,027              | 684,137        | (203,476)      |



**CITY OF PEWAUKEE  
SEWER UTILITY  
2023 OPERATING BUDGET**

| 2021<br>Actual | 2022              |                      |                | 2023<br>Budget |
|----------------|-------------------|----------------------|----------------|----------------|
|                | 6 Month<br>Actual | Year End<br>Forecast | 2022<br>Budget |                |

**Sewer**

**Revenues**

**Operating Revenues - Sewer**

|                                 |                              |           |           |           |           |           |
|---------------------------------|------------------------------|-----------|-----------|-----------|-----------|-----------|
| 650-01621-46410                 | Residential Revenue Sewer    | 2,516,438 | 1,271,023 | 2,545,000 | 2,481,000 | 2,573,200 |
| 650-01621-46411                 | Industrial Revenue - Sewer   | 184,532   | 98,695    | 185,000   | 180,510   | 185,000   |
| 650-01621-46412                 | Commerical Revenue - Sewer   | 887,742   | 444,461   | 889,000   | 967,173   | 889,000   |
| 650-01621-46413                 | Public Revenue - Sewer       | 9,353     | 4,676     | 9,365     | 9,365     | 9,950     |
| 650-01621-46414                 | Multi Family Revenue - Sewer | 470,113   | 232,726   | 470,000   | 476,000   | 470,000   |
| <b>Total Operating Revenues</b> |                              | 4,068,178 | 2,051,581 | 4,098,365 | 4,114,048 | 4,127,150 |

**Other Revenues - Sewer**

|                             |                                            |        |        |        |        |        |
|-----------------------------|--------------------------------------------|--------|--------|--------|--------|--------|
| 650-01631-45112             | Late Payment Penalty - Sewer               | 15,048 | 7,737  | 15,500 | 15,500 | 16,000 |
| 650-01635-48902             | Other Sewer Revenues                       | -      | 3      | 50     | 100    | 50     |
| 650-01635-46191             | Other Revenue - Special Assessment Letters | 5,663  | 2,825  | 5,000  | 5,000  | 5,000  |
| <b>Total Other Revenues</b> |                                            | 20,711 | 10,565 | 20,550 | 20,600 | 21,050 |

**Total Revenues**

|           |           |           |           |           |
|-----------|-----------|-----------|-----------|-----------|
| 4,088,889 | 2,062,146 | 4,118,915 | 4,134,648 | 4,148,200 |
|-----------|-----------|-----------|-----------|-----------|

**Expenses**

**Wages**

|                    |                            |         |         |         |         |         |
|--------------------|----------------------------|---------|---------|---------|---------|---------|
| 650-01820-51100    | Wages                      | 57,339  | 32,553  | 66,200  | 64,501  | 77,000  |
| 650-00920-51200    | Salaries - Administrative  | 93,489  | 42,135  | 93,500  | 95,000  | 142,845 |
| 650-00920-51220    | Internal Engineering Wages | 28,912  | 25,851  | 30,000  | 23,443  | 55,694  |
| <b>Total Wages</b> |                            | 179,740 | 100,539 | 189,700 | 182,944 | 275,539 |

**CITY OF PEWAUKEE  
SEWER UTILITY  
2023 OPERATING BUDGET**

|                       |                                        | 2021<br>Actual | 2022              |                      |                | 2023<br>Budget |
|-----------------------|----------------------------------------|----------------|-------------------|----------------------|----------------|----------------|
|                       |                                        |                | 6 Month<br>Actual | Year End<br>Forecast | 2022<br>Budget |                |
| Fringe Benefits       |                                        |                |                   |                      |                |                |
| 650-01820-51300       | Fica Expense                           | 14,483         | 7,054             | 16,219               | 16,219         | 19,480         |
| 650-00926-51310       | Benefits - Health Insurance            | 23,429         | 17,436            | 35,000               | 42,692         | 55,583         |
| 650-00926-51320       | Benefits - Dental Insurance            | 1,674          | 1,091             | 2,879                | 2,879          | 2,975          |
| 650-00926-51330       | Benefits - Optical Insurance           | 262            | 138               | 375                  | 375            | 374            |
| 650-00926-51360       | Benefits - Pension                     | 13,065         | 6,332             | 13,781               | 13,781         | 17,315         |
| 650-00926-51340       | Benefits - Life Insurance              | 433            | 275               | 496                  | 496            | 562            |
| 650-00926-51350       | Benefits - Disability Insurance        | 656            | 419               | 750                  | 750            | 854            |
| 650-00926-51390       | Vac/Sick Liability Expense             | 21,007         | 7,316             | 31,500               | 38,500         | 28,016         |
| 650-00926-51950       | Benefits - Charged To/From Other Depts | 13,748         | 12,527            | 10,093               | 10,093         | 13,446         |
| 650-00926-51361       | Pension Expense GASB 68                | (17,330)       |                   | 8,750                | 8,750          | 8,750          |
| Total Fringe Benefits |                                        | 71,427         | 52,588            | 119,843              | 134,535        | 147,355        |



**CITY OF PEWAUKEE  
SEWER UTILITY  
2023 OPERATING BUDGET**

|                                     |                                               | 2021<br>Actual | 2022              |                      |                | 2023<br>Budget |
|-------------------------------------|-----------------------------------------------|----------------|-------------------|----------------------|----------------|----------------|
|                                     |                                               |                | 6 Month<br>Actual | Year End<br>Forecast | 2022<br>Budget |                |
| Plant Operation & Maintenance       |                                               |                |                   |                      |                |                |
| 650-01821-52200                     | Power/Electricity                             | 45,215         | 15,827            | 45,000               | 45,000         | 47,250         |
| 650-01821-52210                     | Power/Natural Gas                             | 1,536          | 1,005             | 2,300                | 2,200          | 2,310          |
| 650-01821-53215                     | Power/Other Fuel                              | 817            | -                 | 600                  | 300            | 750            |
| 650-01827-53400                     | Supplies and Expenses                         | 1,593          | 1,074             | 2,800                | 2,800          | 2,800          |
| 650-01827-53410                     | Uniforms                                      |                |                   | 4,150                |                | 3,150          |
| 650-01827-52340                     | Sewer Service Charge - Brookfield             | 1,612,344      | 142,901           | 1,080,000            | 1,080,130      | 1,365,892      |
| 650-01827-52341                     | Sewer Service Charge - LPSD                   | 510,480        | 132,938           | 531,750              | 526,000        | 615,000        |
| 650-01827-52342                     | Sewer Service Charge - Village of Pewaukee    | 117,588        | 19,612            | 120,000              | 136,000        | 136,000        |
| 650-01827-52343                     | Sewer Service Charge - SD #4                  | 3,371          | 1,234             | 5,100                | 8,300          | 6,200          |
| 650-01827-52344                     | Sewer Service Charge - WCC                    | 252,823        | 141,798           | 300,000              | 292,000        | 355,000        |
| 650-01831-52400                     | Maintenance of Collection System              | 178,522        | 6,535             | 210,000              | 200,000        | 320,000        |
| 650-01831-52410                     | Maintenance SCS Sewer Cleaning                | 44,246         |                   | 85,000               | 85,000         | 135,000        |
| 650-01831-52420                     | Maintenance/SCS - Flowmeter                   | 4,560          | 2,560             | 12,000               | 10,000         | 15,000         |
| 650-01831-52430                     | Maintenance/SCS - Control Panel               | 279            | 1,099             | 3,500                | 5,000          | 5,000          |
| 650-01832-52400                     | Maintenance of Pumping Equipumnt              | 4,316          | 5,405             | 9,000                | 20,000         | 20,000         |
| 650-01834-52400                     | Maintenance of General Plant Structure        | 13,569         | 2,391             | 20,000               | 30,000         | 35,000         |
| Total Plant Operation & Maintenance |                                               | 2,791,259      | 474,379           | 2,431,200            | 2,442,730      | 3,064,352      |
| Consultants & Studies               |                                               |                |                   |                      |                |                |
| 650-01850-52100                     | OPS - Sewer Studies                           | 6,011          | 110,600           | 206,000              | 10,000         | 100,000        |
| 650-01850-52100                     | Sewer Rate Study                              | -              |                   |                      | 3,500          |                |
| 650-01850-52100                     | Sewer Facility System Plan/Study              | -              |                   |                      | 65,000         |                |
| 650-01850-52100                     | Fox River Water Pollution Control Center Capa | -              |                   |                      | 1,000          |                |
| 650-01852-52380                     | OPS - Engineer - Sewer                        | 190            | -                 | 5,000                | 5,000          | 7,500          |
| 650-01852-52382                     | OPS - Attorney - Sewer                        | -              |                   | 1,000                | 5,500          | 5,500          |
| 650-01852-52383                     | OPS - Auditor/Accountant - Sewer              | -              | -                 |                      | 2,500          | 2,500          |
| Total Consultants & Studies         |                                               | 6,201          | 110,600           | 212,000              | 92,500         | 115,500        |

**CITY OF PEWAUKEE  
SEWER UTILITY  
2023 OPERATING BUDGET**

|                                                      |                                               | 2021<br>Actual | 2022              |                      |                | 2023<br>Budget |
|------------------------------------------------------|-----------------------------------------------|----------------|-------------------|----------------------|----------------|----------------|
|                                                      |                                               |                | 6 Month<br>Actual | Year End<br>Forecast | 2022<br>Budget |                |
| Shared Transportation and Maintenance Expenses       |                                               |                |                   |                      |                |                |
| 650-00933-53340                                      | Transporation Expense - Vehicle Fuel          | 7,670          | 5,786             | 10,000               | 5,500          | 10,000         |
| 650-00933-55370                                      | Transportation Expense - Vehicle Insurance    | 2,150          | -                 | 2,410                | 2,365          | 3,250          |
| 650-00933-52400                                      | Transportation Expense - Repair & Maintenance | 7,073          | 2,465             | 6,500                | 6,500          | 7,750          |
| 650-00950-52100                                      | Scada/Telemetry                               | 8,206          | 2,231             | 8,750                | 12,500         | 11,000         |
| 650-00950-52200                                      | Safety                                        | 592            | 557               | 1,600                | 2,000          | 2,000          |
| 650-00950-52440                                      | Diggers Hotline                               | 22,732         | 10,157            | 26,000               | 25,000         | 28,500         |
| 650-00950-52445                                      | GIS Software Maintenance                      | -              |                   | -                    | 500            | 500            |
| Total Shared Transportation and Maintenance Expenses |                                               | 48,423         | 21,196            | 55,260               | 54,365         | 63,000         |



**CITY OF PEWAUKEE  
SEWER UTILITY  
2023 OPERATING BUDGET**

|                                      |                                            | 2021<br>Actual | 2022              |                      |                | 2023<br>Budget |
|--------------------------------------|--------------------------------------------|----------------|-------------------|----------------------|----------------|----------------|
|                                      |                                            |                | 6 Month<br>Actual | Year End<br>Forecast | 2022<br>Budget |                |
| Shared Administrative Expenses       |                                            |                |                   |                      |                |                |
| 650-00901-52200                      | Meter Reading Expenses                     | -              | -                 | 4,000                | 4,000          | 4,250          |
| 650-00903-53300                      | Billing                                    | 18,350         | 4,638             | 20,000               | 20,000         | 20,000         |
| 650-00904-46419                      | Sewer Utility Uncollectible                | 529            | 72                | 200                  | 25             | 200            |
| 650-00906-53300                      | Conservation/Public Relations              | -              | 374               | 500                  | 1,000          | 10,000         |
| 650-00921-53100                      | Office Supplies & Expenses                 | 2,641          | 1,325             | 2,500                | 2,500          | 2,750          |
| 650-00921-52301                      | Office Equipement Maintenance              | 2,483          | 684               | 3,250                | 6,000          | 3,250          |
| 650-00921-52303                      | Bank Service Charges                       |                | 74                |                      |                | 100            |
| 650-00921-53305                      | Books & Periodicals                        | -              |                   | -                    | 50             | 50             |
| 650-00921-53306                      | Postage                                    | 23             | 69                | 250                  | 375            | 375            |
| 650-00921-53307                      | Notices & Publications                     | 215            | -                 | 150                  | 300            | 300            |
| 650-00921-52330                      | Telephone                                  | 3,273          | 1,200             | 3,250                | 3,500          | 3,500          |
| 650-00921-52331                      | Answering Service                          | 416            | 165               | 500                  | 500            | 500            |
| 650-00921-53300                      | Mileage                                    | 217            | 218               | 350                  | 350            | 375            |
| 650-00921-53210                      | Meals & Incidentals                        | 60             | 18                | 175                  | 250            | 250            |
| 650-00923-52380                      | OPS - Engineer                             | -              | -                 | 1,000                | 4,250          | 4,250          |
| 650-00923-52100                      | OPS - Attorney                             | 160            | -                 | 300                  | 2,500          | 2,500          |
| 650-00923-52120                      | OPS - Auditor/Accountant                   | 32,351         | 19,690            | 37,500               | 37,500         | 37,500         |
| 650-00923-52160                      | General Management                         | 40,000         | 40,000            | 40,000               | 40,000         | 40,000         |
| 650-00924-55120                      | Insurance - Property & Liability           | 12,554         | 14,513            | 15,000               | 14,000         | 16,500         |
| 650-00924-55110                      | Insurance - Workers Compensation           | 4,865          | 5,599             | 6,369                | 7,760          | 9,139          |
| 650-00924-55121                      | Insurance - Boiler & Machinery             | -              |                   | 1,200                | 1,200          | -              |
| 650-00930-53200                      | Uitlity Memberships & Continuing Education | 986            | 1,156             | 2,500                | 4,250          | 4,250          |
| 650-00930-55391                      | Rent                                       | 18,000         | 18,000            | 18,000               | 18,000         | 18,000         |
| 650-00930-53399                      | Miscellaneous General Expense              | 933            | -                 | 2,150                | 2,650          | 2,650          |
| Total Shared Administrative Expenses |                                            | 138,056        | 107,795           | 159,144              | 170,960        | 180,689        |

**CITY OF PEWAUKEE  
SEWER UTILITY  
2023 OPERATING BUDGET**

|                                             |                                     | 2021<br>Actual | 2022              |                      |                | 2023<br>Budget |
|---------------------------------------------|-------------------------------------|----------------|-------------------|----------------------|----------------|----------------|
|                                             |                                     |                | 6 Month<br>Actual | Year End<br>Forecast | 2022<br>Budget |                |
| Total Operating Expenses                    |                                     | 3,235,106      | 867,097           | 3,167,147            | 3,078,034      | 3,846,435      |
| Operating Profit (Loss) before Depreciation |                                     | 853,783        | 1,195,049         | 951,768              | 1,056,614      | 301,765        |
| 650-01403-55410                             | Depreciation Exp. - Sewer           | 782,665        | 400,000           | 800,000              | 800,000        | 800,000        |
| Net Operating Profit (Loss) - Sewer         |                                     | 71,118         | 795,049           | 151,768              | 256,614        | (498,235)      |
| Non-Operating Revenue                       |                                     |                |                   |                      |                |                |
| 650-01623-46314                             | Sewer Construction                  | 2,590,492      | 119,631           | 220,000              | 220,000        | 165,000        |
| 650-01623-46320                             | Deferred Special Assmt Payoffs      |                | 20,017            | 25,000               |                | 25,000         |
| 650-01622-46315                             | ICA-Bluemound Road                  | 18,205         | 3,835             | 13,573               | 13,573         | 6,600          |
| 650-01622-46316                             | ICA - Green Road                    | -              |                   |                      | 25,600         | 16,300         |
| 650-01622-46317                             | ICA - West Side                     | 1,200          | -                 | -                    | -              | 3,200          |
| 650-01622-46318                             | ICA Capitol Drive North             | 374,760        | 159,870           |                      | 160,800        | 216,400        |
| 650-01660-48100                             | Interest Income                     | 10,638         | 7,498             | 15,000               | 10,000         | 15,000         |
| 650-01660-48102                             | Interest/Special Assmts.            | 17,730         | 45                | 17,000               | 20,000         | 16,500         |
| 650-01660-46161                             | Accounts Receivable Finance Charges | -              | 681               | 700                  | 50             | 50             |
| 650-01660-48300                             | Gain or Loss on Sale of Assets      | 12,000         | -                 | 2,000                | 5,000          | 10,000         |
| 650-01660-48900                             | Other Revenues                      | -              |                   |                      | -              | -              |
| Total Non-Operating Revenues                |                                     | 3,025,025      | 311,577           | 293,273              | 455,023        | 474,050        |
| Non-Operating Expenses                      |                                     |                |                   |                      |                |                |
| 650-01880-56100                             | Interest/Long Term Debt             | 34,576         | 20,733            |                      | 27,500         | 179,291        |
| 650-01900-56981                             | Bond Discount                       |                |                   | 27,014               |                |                |
| 650-01690-55400                             | Amortization of Premium             | (2,514)        |                   |                      |                |                |
| Total Non-Operating Expenses                |                                     | 32,062         | 20,733            | 27,014               | 27,500         | 179,291        |
| Net Profit (Loss) - Sewer                   |                                     | 3,064,081      | 1,085,893         | 418,027              | 684,137        | (203,476)      |



CITY OF PEWAUKEE  
 Water/Sewer Utilities  
 Administration and Shared Expenses  
 2023 OPERATING BUDGET

| 2021<br>Actual |                   |                      |                | 2023<br>Budget |
|----------------|-------------------|----------------------|----------------|----------------|
|                | 6 Month<br>Actual | Year End<br>Forecast | 2022<br>Budget |                |

EXPENSES

|                                              |                                        |        |        |         |         |         |                     |
|----------------------------------------------|----------------------------------------|--------|--------|---------|---------|---------|---------------------|
| 600-000933-3400                              | Transporation Expense - Vehicle Fuel   | 15,340 | 11,572 | 20,000  | 11,000  | 20,000  | shared sewer jetter |
| 600-000933-3700                              | Transportation Expense - Vehicle Insur | 4,299  | -      | 4,820   | 4,730   | 6,500   |                     |
| 600-000933-4000                              | Transportation Expense - Repair & Ma   | 14,173 | 4,925  | 13,000  | 13,000  | 15,500  |                     |
| 600-000950-1000                              | Scada/Telemetry                        | 16,395 | 4,171  | 17,500  | 25,000  | 22,000  |                     |
| 600-000950-2000                              | Safety                                 | 1,158  | 1,114  | 3,200   | 4,000   | 4,000   |                     |
| 600-000950-4400                              | Diggers Hotline                        | 45,517 | 20,424 | 52,000  | 50,000  | 57,000  |                     |
| 600-000950-4450                              | GIS Software Maintenance               | -      | -      |         | 1,000   | 1,000   |                     |
| Total Combined Plant Operation & Maintenance |                                        | 96,882 | 42,206 | 110,520 | 108,730 | 126,000 |                     |

|                 |                               |         |        |         |         |         |                              |
|-----------------|-------------------------------|---------|--------|---------|---------|---------|------------------------------|
| 600-000408-1000 | Fica Expense                  | 41,381  | 20,155 | 46,339  | 46,339  | 55,657  | Hire a Public Relations firm |
| 600-000901-2000 | Meter Reading Expenses        | 7,824   | 2,106  | 8,000   | 8,000   | 8,500   |                              |
| 600-000903-3000 | Billing                       | 38,900  | 9,276  | 40,000  | 40,000  | 40,000  |                              |
| 600-000904-1000 | Water Utility Uncollectible   | 43      | (217)  | 100     | 25      | 100     |                              |
| 650-000904-1000 | Sewer Utility Uncollectible   | 529     | 72     | 200     | 25      | 200     |                              |
| 600-000906-3000 | Conservation/Public Relations | -       | 374    | 1,000   | 2,000   | 20,000  |                              |
| 600-000920-1000 | Salaries - Administrative     | 186,978 | 84,269 | 187,000 | 190,000 | 285,689 |                              |
| 600-000920-2000 | Internal Engineering Wages    | 57,824  | 51,702 | 60,000  | 46,886  | 111,388 |                              |
| 600-000921-3000 | Office Supplies & Expenses    | 5,411   | 2,650  | 5,000   | 5,000   | 5,500   |                              |
| 600-000921-3010 | Office Equipement Maintenance | 4,966   | 1,368  | 6,500   | 12,000  | 6,500   |                              |
| 600-00921-52303 | Bank Service Charges          | -       | 74     |         | -       | 100     |                              |
| 600-000921-3050 | Books & Periodicals           | -       | -      |         | 100     | 100     |                              |
| 600-000921-3060 | Postage                       | 342     | 138    | 500     | 750     | 750     |                              |
| 600-000921-3070 | Notices & Publications        | 347     | -      | 300     | 600     | 600     |                              |

|                                          |                                       |          |         |           |           |           |
|------------------------------------------|---------------------------------------|----------|---------|-----------|-----------|-----------|
| 600-000921-3300                          | Telephone                             | 6,464    | 2,400   | 6,500     | 7,000     | 7,000     |
| 600-000921-3310                          | Answering Service                     | 832      | 330     | 1,000     | 1,000     | 1,000     |
| 600-000921-3400                          | Mileage                               | 468      | 436     | 700       | 700       | 750       |
| 600-000921-3500                          | Meals & Incidentals                   | 120      | 36      | 350       | 500       | 500       |
| 600-000923-3800                          | OPS - Engineer                        | -        | -       | 2,000     | 8,500     | 8,500     |
| 600-000923-3820                          | OPS - Attorney                        | 305      | -       | 600       | 5,000     | 5,000     |
| 600-000923-3830                          | OPS - Auditor/Accountant              | 70,910   | 43,800  | 75,000    | 75,000    | 75,000    |
| 600-000923-3850                          | General Management                    | 80,000   | 80,000  | 80,000    | 80,000    | 80,000    |
| 600-000924-3700                          | Insurance - Property & Liability      | 25,107   | 29,028  | 30,000    | 28,000    | 33,000    |
| 600-000924-3710                          | Insurance - Workers Compensation      | 9,730    | 11,198  | 12,738    | 15,520    | 18,278    |
| 600-000924-3730                          | Insurance - Boiler & Machinery        | -        | -       | 2,400     | 2,400     |           |
| 600-000926-1500                          | Benefits - Health Insurance           | 66,948   | 49,817  | 100,000   | 121,977   | 158,808   |
| 600-000926-1510                          | Benefits - Dental Insurance           | 4,784    | 3,117   | 8,226     | 8,226     | 8,500     |
| 600-000926-1520                          | Benefits - Optical Insurance          | 749      | 394     | 1,072     | 1,072     | 1,068     |
| 600-000926-1530                          | Benefits - Pension                    | 37,328   | 18,092  | 39,374    | 39,374    | 49,472    |
| 600-000926-1540                          | Benefits - Life Insurance             | 1,237    | 786     | 1,417     | 1,417     | 1,605     |
| 600-000926-1560                          | Benefits - Disability Insurance       | 1,874    | 1,197   | 2,144     | 2,144     | 2,439     |
| 600-000926-1570                          | Vac/Sick Liability Expense            | 60,019   | 20,894  | 90,000    | 110,000   | 80,047    |
| 600-000926-1580                          | Benefits - Charged To/From Other Dep  | 27,496   | 25,054  | 28,838    | 28,838    | 38,416    |
| 600-000926-1590                          | Pension GASB 68                       | (49,460) | -       | 25,000    | 25,000    | 25,000    |
| 600-000928-3810                          | Regulatory & Commission Expense       | 992      | 57      | 5,000     | 5,000     | 8,000     |
| 600-000928-3820                          | PSC Water Rate Application -          | -        | -       | -         | 20,000    | 27,060    |
| 600-000930-1000                          | Uitlity Memberships & Continuing Educ | 3,071    | 3,757   | 5,000     | 8,500     | 8,500     |
| 600-000930-3910                          | Rent                                  | 36,000   | 36,000  | 36,000    | 36,000    | 36,000    |
| 600-000930-3990                          | Miscellaneous General Expense         | 3,316    | 3,767   | 4,300     | 5,300     | 5,300     |
| <b>Total Combined Operating Expenses</b> |                                       | 732,835  | 502,127 | 912,598   | 988,193   | 1,214,327 |
| <b>Total Combined Expenses</b>           |                                       | 829,717  | 544,333 | 1,023,118 | 1,096,923 | 1,340,327 |

7%

all water-2023 water rate case

|                           |         |         |           |           |           |
|---------------------------|---------|---------|-----------|-----------|-----------|
| Water                     | 449,410 | 294,768 | 602,421   | 618,620   | 810,246   |
| Sewer                     | 380,307 | 249,565 | 457,747   | 478,303   | 589,583   |
| Nonoperating expenditures | -       | -       | -         | -         | -         |
|                           | 829,717 | 544,333 | 1,060,168 | 1,096,923 | 1,399,829 |
| Proof                     | -       | -       | (37,050)  | -         | (59,502)  |

|                           |       |       |
|---------------------------|-------|-------|
| % for benefit calculation | Water | Sewer |
|                           | 65%   | 35%   |



**2019 - 2026 WATER SEWER CAPITAL IMPROVEMENTS PLAN**

|                                                                          |                     |                    |                    |                     |                     |                    |                    |  |
|--------------------------------------------------------------------------|---------------------|--------------------|--------------------|---------------------|---------------------|--------------------|--------------------|--|
| <b><u>WATER FACILITIES</u></b>                                           |                     |                    |                    |                     |                     |                    |                    |  |
|                                                                          |                     |                    |                    |                     |                     |                    |                    |  |
| <b><u>Water--Wells and Pumphouses</u></b>                                | <b><u>2020</u></b>  | <b><u>2021</u></b> | <b><u>2022</u></b> | <b><u>2023</u></b>  | <b><u>2024</u></b>  | <b><u>2025</u></b> | <b><u>2026</u></b> |  |
| Well No. 1--City Hall Well Pump                                          | \$ -                | \$ -               | \$ -               | \$ -                | \$ -                | \$ -               | \$ -               |  |
| Well No. 2--Green Rd. pump & motor repl.                                 | \$ -                | \$ -               | \$ -               | \$ -                | \$ -                | \$ 85,000          | \$ -               |  |
| Well No. 4 & 7 Wispark                                                   | \$ -                | \$ -               | \$ -               | \$ -                | \$ 165,000          | \$ -               | \$ -               |  |
| Well No. 5 - Northmound pump & motor repl.                               | \$ -                | \$ 343,000         | \$ 27,400          | \$ -                | \$ -                | \$ -               | \$ -               |  |
| Well No. 3 & 6 - North Ave Deep pump & motor                             | \$ -                | \$ -               | \$ -               | \$ -                | \$ 100,000          | \$ -               | \$ -               |  |
| Well No. 8--Still River I add vacuum prime system                        | \$ -                | \$ -               | \$ -               | \$ 150,000          | \$ -                | \$ -               | \$ -               |  |
| Well No. 9&10                                                            | \$ -                | \$ -               | \$ -               | \$ 110,000          | \$ -                | \$ -               | \$ -               |  |
| Well No. 11 & 12-- Deer Haven pump & motor                               | \$ -                | \$ 140,000         | \$ -               | \$ -                | \$ -                | \$ 140,000         | \$ -               |  |
| <b>BLUEMOUND WELL 5 COMPLIANCE-Funds expended eng. &amp; design</b>      | \$ -                | \$ -               | \$ 350,000         | \$ -                | \$ -                | \$ -               | \$ -               |  |
| Well No. 13 - Still River II                                             | \$ -                | \$ -               | \$ -               | \$ -                | \$ -                | \$ 250,000         | \$ 500,000         |  |
| Well No. 14                                                              | \$ -                | \$ -               | \$ -               | \$ -                | \$ -                | \$ -               | \$ 50,000          |  |
| North Ave. Well #3 MCC/Electrical replacement & upgrade                  | \$ -                | \$ -               | \$ 357,900         | \$ -                | \$ -                | \$ -               | \$ -               |  |
| Appletree & North shallow Roof Replacement                               | \$ -                | \$ -               | \$ -               | \$ -                | \$ -                | \$ -               | \$ -               |  |
| Deer Haven Roof Replacement                                              | \$ -                | \$ -               | \$ -               | \$ 18,000           | \$ -                | \$ -               | \$ -               |  |
| City Hall Well Roof Repairs                                              | \$ -                | \$ -               | \$ -               | \$ -                | \$ -                | \$ -               | \$ -               |  |
| Well Inspections and Repairs                                             | \$ 75,000           | \$ -               | \$ 100,000         | \$ 50,000           | \$ 50,000           | \$ 50,000          | \$ 50,000          |  |
| Chemical feed pump upgrades                                              | \$ 10,000           | \$ -               | \$ 10,000          | \$ 14,000           | \$ 14,000           | \$ 14,000          | \$ 14,000          |  |
| <b>Subtotal</b>                                                          | <b>\$ 85,000</b>    | <b>\$ 483,000</b>  | <b>\$ 845,300</b>  | <b>\$ 342,000</b>   | <b>\$ 329,000</b>   | <b>\$ 539,000</b>  | <b>\$ 614,000</b>  |  |
|                                                                          |                     |                    |                    |                     |                     |                    |                    |  |
| <b><u>Water--Storage Facilities</u></b>                                  | <b><u>2020</u></b>  | <b><u>2021</u></b> | <b><u>2022</u></b> | <b><u>2023</u></b>  | <b><u>2024</u></b>  | <b><u>2025</u></b> | <b><u>2026</u></b> |  |
| City Hall Tower                                                          | \$ -                | \$ -               | \$ -               | \$ -                | \$ 50,000           | \$ -               | \$ -               |  |
| City Hall Tower Foundation                                               | \$ -                | \$ -               | \$ -               | \$ -                | \$ 25,000           | \$ 100,000         | \$ -               |  |
| Carmelite Standpipe rehab/paint                                          | \$ -                | \$ -               | \$ -               | \$ -                | \$ -                | \$ -               | \$ 150,000         |  |
| Green Rd Reservoir Paint & Repairs                                       | \$ -                | \$ -               | \$ -               | \$ -                | \$ -                | \$ -               | \$ -               |  |
| Old City Hall Tower Removal - foundation                                 | \$ -                | \$ -               | \$ -               | \$ 75,000           | \$ -                | \$ -               | \$ -               |  |
| <b>Subtotal</b>                                                          | <b>\$ -</b>         | <b>\$ -</b>        | <b>\$ -</b>        | <b>\$ 75,000</b>    | <b>\$ 75,000</b>    | <b>\$ 100,000</b>  | <b>\$ 150,000</b>  |  |
| <b>Water - Transmission Maintenance Equipment</b>                        |                     |                    |                    |                     |                     |                    |                    |  |
|                                                                          |                     |                    |                    |                     |                     |                    |                    |  |
|                                                                          |                     |                    |                    |                     |                     |                    |                    |  |
|                                                                          |                     |                    |                    |                     |                     |                    |                    |  |
|                                                                          |                     |                    |                    |                     |                     |                    |                    |  |
|                                                                          | <b><u>2020</u></b>  | <b><u>2021</u></b> | <b><u>2022</u></b> | <b><u>2023</u></b>  | <b><u>2024</u></b>  | <b><u>2025</u></b> | <b><u>2026</u></b> |  |
| <b><u>Water--Transmission Mains</u></b>                                  |                     |                    |                    |                     |                     |                    |                    |  |
| Paul Rd Water Main Relay                                                 | \$0                 | \$ -               | \$ 425,000         | \$ -                | \$ -                | \$ -               | \$ -               |  |
| Oak St. & Peninsula Dr. Watermain                                        | \$1,550,000         | \$ -               | \$ -               | \$ -                | \$ -                | \$ -               | \$ -               |  |
| Prospect Avenue & Spring Creek                                           | \$ -                | \$ -               | \$ -               | \$ -                | \$ 20,000           | \$ 50,000          | \$ 800,000         |  |
| Bluemound Road (Busse Rd. to Foster Ct)** Well 5 Alternative***          | \$ -                | \$ -               | \$ -               | \$ 2,150,000        | \$ 2,150,000        | \$ -               | \$ -               |  |
| Lindsay Rd. (Balmer Park/Swan Vw. Farms to Sports Com.)                  | \$ -                | \$ -               | \$ -               | \$ -                | \$ 500,000          | \$ -               | \$ -               |  |
| Lindsay Road (Swan Road to Balmer Park)                                  | \$ -                | \$ -               | \$ -               | \$ -                | \$ -                | \$ 500,000         | \$ -               |  |
| <b>Appletree &amp; Peartree Hyd &amp; Valve Replacement</b>              | \$ -                | \$ -               | \$ -               | \$ 127,500          | \$ -                | \$ -               | \$ -               |  |
| <b>Water --Facilities Infrastructure Study (Water model calibration)</b> | \$ 50,000           | \$ 20,000          | \$ 15,000          | \$ 15,000           | \$ 10,000           | \$ 10,000          | \$ 10,000          |  |
| <b>Subtotal</b>                                                          | <b>\$ 1,600,000</b> | <b>\$ 20,000</b>   | <b>\$ 440,000</b>  | <b>\$ 2,292,500</b> | <b>\$ 2,680,000</b> | <b>\$ 560,000</b>  | <b>\$ 810,000</b>  |  |
| <b>Water Pumping Stations</b>                                            | \$ -                | \$ -               | \$ -               | \$ -                | \$ -                | \$ -               | \$ -               |  |
| <b><u>Water Meter Program</u></b>                                        | <b><u>2020</u></b>  | <b><u>2021</u></b> | <b><u>2022</u></b> | <b><u>2023</u></b>  | <b><u>2024</u></b>  | <b><u>2025</u></b> | <b><u>2026</u></b> |  |
| Water Meter Program                                                      | \$ 49,000           | \$ 49,000          | \$ 72,000          | \$ 78,000           | \$ 80,000           | \$ 81,000          | \$ 81,500          |  |
| Trimble Handheld Meter Reader                                            | \$ -                | \$ -               | \$ -               | \$ -                | \$ -                | \$ -               | \$ -               |  |
| Meter Reading Software & Hardware Upgrade                                | \$ 12,000           | \$ -               | \$ -               | \$ -                | \$ 15,000           | \$ 15,000          | \$ -               |  |
| <b>Subtotal</b>                                                          | <b>\$ 61,000</b>    | <b>\$ 49,000</b>   | <b>\$ 72,000</b>   | <b>\$ 78,000</b>    | <b>\$ 95,000</b>    | <b>\$ 96,000</b>   | <b>\$ 81,500</b>   |  |

**2019 - 2026 WATER SEWER CAPITAL IMPROVEMENTS PLAN**

| <b>Sewer Facilities</b>                                            | <b>2020</b>       | <b>2021</b>       | <b>2022</b>       | <b>2023</b>         | <b>2024</b>         | <b>2025</b>       | <b>2026</b>      |
|--------------------------------------------------------------------|-------------------|-------------------|-------------------|---------------------|---------------------|-------------------|------------------|
| Gun Club Rehab or replacement                                      | \$ -              | \$ -              | \$ 20,000         | \$ 1,500,000        | \$ 2,000,000        | \$ -              | \$ -             |
| Spice Creek Lift Station Rehab                                     | \$ -              | \$ -              | \$ -              | \$ -                | \$ -                | \$ 75,000         | \$ -             |
| Kopmeier Lift Station Village of Pewaukee                          | \$ -              | \$ -              | \$ -              | \$ 750,000          | \$ -                | \$ -              | \$ -             |
| Lift Station Inspections & Repairs                                 | \$ 45,000         | \$ 45,000         | \$ 45,000         | \$ 45,000           | \$ 55,000           | \$ 55,000         | \$ 60,000        |
| <b>Subtotal</b>                                                    | <b>\$ 45,000</b>  | <b>\$ 45,000</b>  | <b>\$ 65,000</b>  | <b>\$ 2,295,000</b> | <b>\$ 2,055,000</b> | <b>\$ 130,000</b> | <b>\$ 60,000</b> |
| <b>Equipment</b>                                                   | <b>2020</b>       | <b>2021</b>       | <b>2022</b>       | <b>2023</b>         | <b>2024</b>         | <b>2025</b>       | <b>2026</b>      |
| Trailer - Tools/equipment                                          |                   | \$ 10,000         | \$ -              | \$ -                | \$ -                | \$ -              | \$ -             |
| Sewer Jetter(Shared w/stormwater)                                  | \$ -              |                   | \$ 250,000        | \$ -                | \$ -                | \$ -              | \$ -             |
| Truck Mount Automatic Valve turner                                 |                   | \$ -              | \$ -              | \$ 30,000           | \$ -                | \$ -              | \$ -             |
| Subtotal                                                           | \$ -              | \$ 10,000         | \$ 250,000        | \$ 30,000           | \$ -                | \$ -              | \$ -             |
| <b>Subtotal</b>                                                    | <b>\$ -</b>       | <b>\$ 10,000</b>  | <b>\$ 250,000</b> | <b>\$ 30,000</b>    | <b>\$ -</b>         | <b>\$ -</b>       | <b>\$ -</b>      |
| <b>Sewer Projects</b>                                              | <b>2020</b>       | <b>2021</b>       | <b>2022</b>       | <b>2023</b>         | <b>2024</b>         | <b>2025</b>       | <b>2026</b>      |
| Manhole Repair I & I Incorporated in Operations budget             | \$ 20,000         | \$ 20,000         | \$ -              | \$ -                | \$ -                | \$ -              | \$ -             |
| Springdale South Manhole Rehabilitation-(Balance due)              |                   | \$ 72,000         |                   |                     | \$ -                | \$ -              | \$ -             |
| Kopmeier sewer re-lay under Pewaukee Lake                          |                   | \$ -              |                   | \$ 400,000          | \$ -                | \$ -              | \$ -             |
|                                                                    |                   |                   |                   |                     |                     | \$ -              | \$ -             |
|                                                                    | \$ -              | \$ -              | \$ -              |                     | \$ -                | \$ -              | \$ -             |
|                                                                    |                   |                   |                   |                     | \$ -                | \$ -              | \$ -             |
| <b>Sewer--Facilities Infrastructure Study (Operattions budget)</b> | \$ 75,000         | \$ 50,000         | \$ -              | \$ -                | \$ -                | \$ -              | \$ -             |
| Southwest Sewer Study -                                            | \$ 20,000         | \$ 10,000         | \$ -              | \$ 10,000           | \$ -                | \$ -              | \$ -             |
| Northwest Sewer Study - Village of Pewaukee                        | \$ -              | \$ 25,000         | \$ -              | \$ 10,000           | \$ -                | \$ -              | \$ -             |
| <b>Subtotal</b>                                                    | <b>\$ 115,000</b> | <b>\$ 177,000</b> | <b>\$ -</b>       | <b>\$ 420,000</b>   | <b>\$ -</b>         | <b>\$ -</b>       | <b>\$ -</b>      |
| <b>City Road Projects-Adjustments &amp; Repairs</b>                | <b>2020</b>       | <b>2021</b>       | <b>2022</b>       | <b>2023</b>         | <b>2024</b>         | <b>2025</b>       | <b>2026</b>      |
| Water Main Repairs (Takoma Hills) **Moved to O & M budget          | \$ 15,000         | \$ 15,000         | \$ -              | \$ -                | \$ -                | \$ -              | \$ -             |
| Sanitary Sewer Repairs (Takoma Hills)**Moved to O&M budget         | \$ 20,000         | \$ 15,000         | \$ -              | \$ -                | \$ -                | \$ -              | \$ -             |
| Bluemound Ind. Park Paving                                         | \$ 40,000         | \$ -              | \$ -              | \$ -                | \$ -                | \$ -              | \$ -             |
| Pewaukee Woods Ind. Park Paving/Roundy's Business Park             | \$ 20,000         | \$ -              | \$ -              | \$ -                | \$ -                | \$ -              | \$ -             |
| Residential Subdivision Paving                                     | \$ 25,000         | \$ 30,000         | \$ -              | \$ -                | \$ -                | \$ -              | \$ -             |
| <b>Subtotal</b>                                                    | <b>\$ 120,000</b> | <b>\$ 60,000</b>  | <b>\$ -</b>       | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>       | <b>\$ -</b>      |

**2019 - 2026 WATER SEWER CAPITAL IMPROVEMENTS PLAN**

| <b>COMBINED SEWER &amp; WATER FACILITIES</b>     | <b>2020</b>         | <b>2021</b>         | <b>2022</b>         | <b>2023</b>         | <b>2024</b>         | <b>2025</b>         | <b>2026</b>         |
|--------------------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Facilities study -- Buildings & Grounds          | \$ 25,000           | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                |
| SCADA software upgrade (Split W/S)               | \$ 30,000           | \$ 75,000           | \$ 20,000           | \$ 20,000           | \$ 20,000           | \$ 20,000           | \$ 20,000           |
| PLC & Control Upgrades @ Stations                | \$ 25,000           | \$ 55,000           | \$ 45,000           | \$ 45,000           | \$ 45,000           | \$ 30,000           | \$ 35,000           |
| Radio Upgrade-SCADA                              | \$ 30,000           | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                |
| Surveying equipment                              | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ 26,000           |
| Mapping GIS                                      | \$ 6,500            | \$ 6,500            | \$ 6,500            | \$ 6,500            | \$ 6,500            | \$ 6,500            | \$ 6,500            |
|                                                  | \$ 116,500          | \$ 136,500          | \$ 71,500           | \$ 71,500           | \$ 71,500           | \$ 56,500           | \$ 87,500           |
| <b>Vehicle purchase</b>                          |                     |                     |                     |                     |                     |                     |                     |
| Utility Truck                                    | \$ 56,000           | \$ 42,000           | \$ -                | \$ 102,000          | \$ 62,000           | \$ 67,000           | \$ 67,000           |
|                                                  |                     |                     |                     |                     |                     |                     |                     |
|                                                  |                     |                     |                     |                     |                     |                     |                     |
| <b>Shared City purchases</b>                     |                     |                     |                     |                     |                     |                     |                     |
| Utility Billing Software                         | \$ 8,000            | \$ 8,000            | \$ 17,825           | \$ 71,000           | \$ -                | \$ -                | \$ -                |
| Cashiering Acct. & Special Assess. Software      | \$ 24,600           | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                |
| ESRI - Software for GIS                          | \$ -                | \$ -                | \$ -                | \$ -                | \$ 150,000          | \$ 20,000           | \$ -                |
| Asset Management                                 | \$ -                | \$ -                | \$ -                | \$ 150,000          | \$ -                | \$ 20,000           | \$ -                |
| Furniture/Remodel                                |                     | \$ -                | \$ -                | \$ -                | \$ 20,000           | \$ 20,000           | \$ -                |
| <b>Total Shared City Purchases</b>               | <b>\$ 32,600</b>    | <b>\$ 8,000</b>     | <b>\$ 17,825</b>    | <b>\$ 221,000</b>   | <b>\$ 170,000</b>   | <b>\$ 60,000</b>    | <b>\$ -</b>         |
|                                                  |                     |                     |                     |                     |                     |                     |                     |
| <b>Local Sewer &amp; Water Extensions</b>        | <b>2020</b>         | <b>2021</b>         | <b>2022</b>         | <b>2023</b>         | <b>2024</b>         | <b>2025</b>         | <b>2026</b>         |
| Hickory Grove Estates Area                       |                     | \$ -                | \$ -                | \$ -                | \$ 50,000           | \$ 750,000          | \$ -                |
| Sherwood Forest Subdivision                      | \$ -                | \$ -                | \$ -                | \$ -                | \$ 30,000           | \$ 2,030,000        | \$ -                |
| Shady Ln. & Shady Nook                           | \$ -                | \$ -                | \$ -                | \$ 1,035,000        | \$ -                | \$ -                | \$ -                |
| Joseph Rd (\$405K Water \$163K Sewer)            | \$ -                | \$ -                | \$ -                | \$ 586,000          | \$ -                | \$ -                | \$ -                |
| <b>Total Combined Local Sewer &amp; Water</b>    | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ 1,621,000</b> | <b>\$ 80,000</b>    | <b>\$ 2,780,000</b> | <b>\$ -</b>         |
|                                                  |                     |                     |                     |                     |                     |                     |                     |
|                                                  |                     |                     |                     |                     |                     |                     |                     |
| <b>SUMMARY</b>                                   |                     |                     |                     |                     |                     |                     |                     |
|                                                  | <b>2020</b>         | <b>2021</b>         | <b>2022</b>         | <b>2023</b>         | <b>2024</b>         | <b>2025</b>         | <b>2026</b>         |
| Water--Wells and Pumphouses                      | \$ 85,000           | \$ 483,000          | \$ 845,300          | \$ 342,000          | \$ 329,000          | \$ 539,000          | \$ 614,000          |
| Water--Storage Facilities                        | \$ -                | \$ -                | \$ -                | \$ 75,000           | \$ 75,000           | \$ 100,000          | \$ 150,000          |
| Water--Transmission Mains                        | \$ 1,600,000        | \$ 20,000           | \$ 440,000          | \$ 2,292,500        | \$ 2,680,000        | \$ 560,000          | \$ 810,000          |
| Water Pumping Stations                           | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                |
| Water Meter Program                              | \$ 61,000           | \$ 49,000           | \$ 72,000           | \$ 78,000           | \$ 95,000           | \$ 96,000           | \$ 81,500           |
| Sewer Facilities                                 | \$ 45,000           | \$ 45,000           | \$ 65,000           | \$ 2,295,000        | \$ 2,055,000        | \$ 130,000          | \$ 60,000           |
| Equipment                                        | \$ -                | \$ 10,000           | \$ 250,000          | \$ 30,000           | \$ -                | \$ -                | \$ -                |
| Fox River Water Pollution Control Center (RCA's) | \$ -                | \$ 10,000           | \$ 250,000          | \$ 30,000           | \$ -                | \$ -                | \$ -                |
| Sewer Projects                                   | \$ 115,000          | \$ 177,000          | \$ -                | \$ 420,000          | \$ -                | \$ -                | \$ -                |
| City Road Projects-Adjustments & Repairs         | \$ 120,000          | \$ 60,000           | \$ -                | \$ -                | \$ -                | \$ -                | \$ -                |
| COMBINED SEWER & WATER FACILITIES                | \$ 116,500          | \$ 136,500          | \$ 71,500           | \$ 71,500           | \$ 71,500           | \$ 56,500           | \$ 87,500           |
| Vehicle purchase                                 | \$ 56,000           | \$ 42,000           | \$ -                | \$ 102,000          | \$ 62,000           | \$ 67,000           | \$ 67,000           |
| Shared City purchases                            | \$ 32,600           | \$ 8,000            | \$ 17,825           | \$ 221,000          | \$ 170,000          | \$ 60,000           | \$ -                |
| Local S/W Main Extensions                        | \$ -                | \$ -                | \$ -                | \$ 1,621,000        | \$ 80,000           | \$ 2,780,000        | \$ -                |
| <b>TOTAL</b>                                     | <b>\$ 2,231,100</b> | <b>\$ 1,040,500</b> | <b>\$ 2,011,625</b> | <b>\$ 7,578,000</b> | <b>\$ 5,617,500</b> | <b>\$ 4,388,500</b> | <b>\$ 1,870,000</b> |



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 13.**

**DATE:** November 21, 2022

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action to Approve the First Reduction of **Ba(en)2 Acres LLC Development** Letter of Credit from \$159,324.00 to \$47,364 (A reduction of \$111,960) [Wagner]

***BACKGROUND:***

The Ba(en)2 Acres LLC development construction to date has involved grading and restoration of the land. We recommend the requested reduction. The remaining letter of credit value of \$47,364 is sufficient to complete any touch up restoration and the pond/swale as-builts required.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Council Approve the First Reduction of Ba(en)2 Acres LLC Development Letter of Credit from \$159,324.00 to \$47,364 (A reduction of \$111,960).

**ATTACHMENTS:**

Description

Letter of credit

Reduction Request Support

Lien Waiver

## **IRREVOCABLE LETTER OF CREDIT**

|            |                   |              |                                                                   |
|------------|-------------------|--------------|-------------------------------------------------------------------|
| DATE:      | June 7, 2022      | AMOUNT:      | \$159,324.00                                                      |
| APPLICANT: | BA(en)2 Acres LLC | BENEFICIARY: | City of Pewaukee<br>W240N3065 Pewaukee Road<br>Pewaukee, WI 53072 |

Letter of Credit No. WSB060322A

We hereby issue this Irrevocable Letter of Credit in your favor, City of Pewaukee, up to the aggregate amount of (\$159,324.00) Dollars available by your draft(s) drawn on the account of the Applicant.

This Irrevocable Letter of Credit is issued to guarantee and ensure to the City of Pewaukee that the terms and conditions of an agreement on file with the City of Pewaukee, dated June 7, 2022, including any amendments that may be made thereto by the parties, are satisfied.

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

This Irrevocable Letter of Credit may be reduced from time to time as and to the extent that the portion of work required under the aforementioned agreement is completed and paid for, provided, however, that no such reduction shall occur until the issuer has received a written statement from the City Clerk of the City of Pewaukee. Said statement should set forth the amount of reduction and the amount of remaining balance payable under this credit. All drafts so drawn must be marked as drawn under our Letter of Credit No. WSB060322A dated June 7, 2022.

All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon delivery of documents as specified, if presented at this office, 151 E St Paul Avenue, Waukesha, WI 53188 at the close of business, 5:00 p.m. CST on or before June 7, 2023.

This Letter of Credit shall be construed under the laws of the State of Wisconsin.

This Letter of Credit is irrevocable. This Letter of Credit will terminate 12 months from the date issuance provided, however, termination hereof shall not be effective unless, not less than ninety (90) days prior to the expiration date and not more than one hundred-twenty (120) days prior to the expiration date, written notice is delivered to the City of Pewaukee indicating that this Letter

of Credit, pursuant to its terms, will expire. If said notice is not given at least ninety (90) days prior to the expiration or if said notice is given more than one hundred-twenty (120) days prior to the expiration date, this Letter of Credit shall terminate upon ninety (90) days written notice to the City of Pewaukee.

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

Dated this 7th day of June, 2022.

By:   
Jeffrey L Lightfoot, Vice President

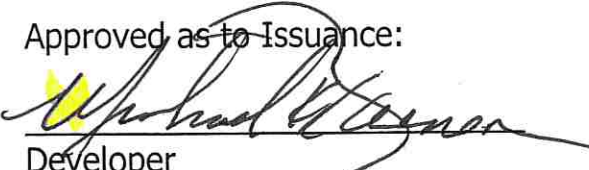
Approved as to Form:

\_\_\_\_\_  
H. Stanley Riffle  
City Attorney

Approved as to Aggregate Amount:

\_\_\_\_\_  
City Engineer

Approved as to Issuance:

  
Developer

Accepted and Placed on File:

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



# D & L Grading, Inc.

1820 S. Johnson Rd  
New Berlin, WI 53146  
262-521-9050

## INVOICE

Invoice Number: 17535

Invoice Date: 8/31/22

Page: 1

**Bill To:**

Commercial Grading Jobs

**Job:**

Baenen Project  
Northview Rd  
Pewaukee, WI

Customer ID: Cash C

**Customer PO**

Baenen-2

**Payment Terms**

Net 30 Days

**Sales Rep ID**

**Due Date**

9/30/22

**Description**

**Amount**

Billing for contracted work at the Baenen Project.

Pond liner, per contract.

5,200.00

Generator Allowance, per contract.

3,500.00

Finish grade site, per contract.

12,300.00

Re spread topsoil, per contract.

12,400.00

E mat, seed and mulch, per contract.

25,900.00

Check/Credit Memo N 1056

Subtotal 59,300.00

Sales Tax

Total Invoice Amount

59,300.00

Payment/Credit Applied

46,860.00

**TOTAL**

**12,440.00**

Your Prompt Payment is Appreciated.

# D & L Grading, Inc.

1820 S. Johnson Rd  
New Berlin, WI 53146  
262-521-9050

## INVOICE

Invoice Number: 17458

Invoice Date: 7/22/22

Page: 1

Bill To:

Commercial Grading Jobs

Job:

Baenen Project  
Northview Rd  
Pewaukee, WI

Customer ID: Cash C

Customer PO

Baenen-1

Payment Terms

Net 30 Days

Sales Rep ID

Due Date

8/21/22

Description

Amount

Billing for contracted items at the Baenen Project.

Erosion control, per contract.

10,800.00

Strip topsoil, per contract.

8,800.00

Rough grade dirt, per contract.

30,000.00

Culverts, per contract.

15,500.00

Subtotal 65,100.00

Sales Tax

Total Invoice Amount

65,100.00

Payment/Credit Applied

65,100.00

TOTAL

0.00

Check/Credit Memo N 1055

Your Prompt Payment is Appreciated.

# Waiver of Lien

Date 11/3/2022

FOR Value received, we hereby waive all rights and claims for lien on land and or buildings about to be, being erected, erected, altered or repaired and to appurtenances thereunto,

for BA(en)2-LLC Acres (owner)

by D & L Grading, Inc (contractor)

for Grading & Excavation Paid to Date \$ 111,960<sup>00</sup>

same being situated in Waukesha County, State of Wisconsin.

described as Baenen

N8W27947 Northview Rd  
Waukesha, WI 53188

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building (s), appurtenances, except NONE.



Benjamin W. Horn, Vice President D & L Grading Inc.



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 14.**

**DATE:** November 21, 2022

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action regarding **Swan View Farms Phase 1** [Wagner]

***BACKGROUND:***

The Swan View Farms Phase 1 was approved last year, but the acceptance resolution was not passed. The development has gone through 1 winter with the surface course of asphalt installed. The accepting public improvements resolution accepts the public improvements

The development construction is complete. We still have some minor punchlist items that need to be complete, but the letter of credit can be reduced to a value of \$15,000. The remaining letter of credit value of \$15,000 is sufficient to finalize the punchlist.

***FINANCIAL IMPACT:***

Council approve the Sixth Reduction of Swan View Farms Phase 1 Letter of Credit from \$105,204.81 to \$15,000 (Reduction of \$90,204.81) and the Resolution Accepting Public Improvements.

***RECOMMENDED MOTION:***

Council approve the Sixth Reduction of Swan View Farms Phase 1 Letter of Credit from \$105,204.81 to \$15,000 (Reduction of \$90,204.81) and the accepting resolution.

**ATTACHMENTS:**

Description

Resolution 22-11-50

**RESOLUTION NO. 22-11-50**

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS  
SWAN VIEW FARMS PHASE 1 DEVELOPMENT**

**WHEREAS**, BWC Investments LLC, a Limited Liability Company, and the City of Pewaukee, entered into a Developer's Agreement dated May 26, 2020 on file in the City Clerk's office, to govern the development of a parcel of real property owned by BWC Investments, LLC, containing approximately 73.5461 acres for residential use more particularly described in Exhibit A (Final Plat) on file in the City Clerk's office and incorporated herein, referred to in said Agreement and herein as the "Property;" and

**WHEREAS**, the Agreement provides that BWC Investments, LLC would construct and install the necessary sanitary sewer facilities, water distribution facilities, public streets, surface and storm water drainage, and street signs and traffic control within the Property; and,

**WHEREAS**, the public improvements have been completed and dedicated by BWC Investments, LLC to the City for the Swan View Farms Subdivision; and,

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

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

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

Dated this 21<sup>st</sup> day of November 2022

City of Pewaukee

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

Attest:

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

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 15.**

**DATE:** November 21, 2022

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action Regarding **Swan View Farms Phase 2** [Wagner]

***BACKGROUND:***

The Swan View Farms Phase 2 development construction began last year and to date the work has involved grading, pond installation, public utility (sewer and water) construction, storm sewer, curb and gutter, and road construction through the surface course of asphalt.. We recommend the requested reduction. The remaining letter of credit value of \$110,000 is sufficient for the 1 year guarantee for the project.

The accepting public improvements resolution accepts the public improvements and begins the 1 year guarantee in accordance with the Developer's Agreement.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Council approve the Second Reduction of the Letter of Credit from \$575,551.35 to \$110,000 (Reduction of \$465,551.35) and the resolution Accepting Public Improvements.

**ATTACHMENTS:**

Description

Letter of Credit Reduction Request

Resolution 22-11-49 Public Improvements Swan View



UPI, LLC 2180 S. SPRINGDALE RD., NEW BERLIN, WI 53146

BWC INVESTMENTS, LLC  
N8 W22520 L Johnson Dr.  
Waukesha, WI 53186

PROJECT: Swan View Farms - Ph. 2  
PAY REQUEST #9 - FINAL

Invoice: 2205  
Date: 10/25/2022  
Job: 2117

| DESCRIPTION |                                   |      | UNIT PRICE |              |  | WORK COMPLETED   |             |                    | CUMULATIVE SALES |              | BALANCE TO COMPLETE |        |
|-------------|-----------------------------------|------|------------|--------------|--|------------------|-------------|--------------------|------------------|--------------|---------------------|--------|
| Item No.    | BID ITEM                          | UNIT | JOB QTY.   |              |  | PREVIOUS PERIODS | THIS PERIOD | AMOUNT THIS PERIOD | UNITS            | AMOUNT       | UNITS               | AMOUNT |
|             | Sanitary                          |      |            |              |  |                  |             |                    |                  |              |                     |        |
| 1           | 8" pvc main - gravel bf           | l.f. | 1170.0     | \$120.00     |  | 1170.00          | 0.00        | \$0.00             | 1170.00          | \$140,400.00 | 0.00                | \$0.00 |
| 2           | 6" pvc laterals                   | ea   | 23.0       | \$3,014.00   |  | 23.00            | 0.00        | \$0.00             | 23.00            | \$69,322.00  | 0.00                | \$0.00 |
| 3           | manhole                           | ea   | 7.0        | \$4,185.00   |  | 7.00             | 0.00        | \$0.00             | 7.00             | \$29,295.00  | 0.00                | \$0.00 |
| 4           | rock removal                      | l.f. | 2604.0     | \$116.00     |  | 2604.00          | 0.00        | \$0.00             | 2604.00          | \$302,064.00 | 0.00                | \$0.00 |
| 5           | 8" pvc c900 main - gravel         | l.f. | 1647.0     | \$251.00     |  | 1647.00          | 0.00        | \$0.00             | 1647.00          | \$413,397.00 | 0.00                | \$0.00 |
| 6           | deep manhole                      | ea   | 10.0       | \$8,536.00   |  | 10.00            | 0.00        | \$0.00             | 10.00            | \$85,360.00  | 0.00                | \$0.00 |
| 7           | riser                             | ea   | 9.0        | \$2,108.00   |  | 9.00             | 0.00        | \$0.00             | 9.00             | \$18,972.00  | 0.00                | \$0.00 |
|             | Water Main                        |      |            |              |  |                  |             |                    |                  |              |                     |        |
| 1           | 12" pvc main - gravel bf          | l.f. | 2009.0     | \$105.00     |  | 2009.00          | 0.00        | \$0.00             | 2009.00          | \$210,945.00 | 0.00                | \$0.00 |
| 2           | 12" valve                         | ea   | 9.0        | \$3,060.00   |  | 9.00             | 0.00        | \$0.00             | 9.00             | \$27,540.00  | 0.00                | \$0.00 |
| 3           | 8" pvc main - gravel bf           | l.f. | 826.0      | \$72.50      |  | 826.00           | 0.00        | \$0.00             | 826.00           | \$59,885.00  | 0.00                | \$0.00 |
| 4           | 8" valve                          | ea   | 2.0        | \$1,675.00   |  | 2.00             | 0.00        | \$0.00             | 2.00             | \$3,350.00   | 0.00                | \$0.00 |
| 5           | hydrant w/ lead & valve           | ea   | 8.0        | \$6,195.00   |  | 8.00             | 0.00        | \$0.00             | 8.00             | \$49,560.00  | 0.00                | \$0.00 |
| 6           | 1 1/4" PE service                 | ea   | 23.0       | \$2,340.00   |  | 23.00            | 0.00        | \$0.00             | 23.00            | \$53,820.00  | 0.00                | \$0.00 |
| 7           | sample station                    | ea   | 1.0        | \$3,645.00   |  | 1.00             | 0.00        | \$0.00             | 1.00             | \$3,645.00   | 0.00                | \$0.00 |
|             | Storm                             |      |            |              |  |                  |             |                    |                  |              |                     |        |
| 1           | 12" rcp - gravel bf               | l.f. | 1124.0     | \$58.00      |  | 1124.00          | 0.00        | \$0.00             | 1124.00          | \$65,192.00  | 0.00                | \$0.00 |
| 2           | 15" rcp - gravel bf               | l.f. | 758.0      | \$57.00      |  | 758.00           | 0.00        | \$0.00             | 758.00           | \$43,206.00  | 0.00                | \$0.00 |
| 3           | 18" rcp - gravel bf               | l.f. | 235.0      | \$51.00      |  | 235.00           | 0.00        | \$0.00             | 235.00           | \$11,985.00  | 0.00                | \$0.00 |
| 4           | 30" rcp - gravel bf               | l.f. | 333.0      | \$87.00      |  | 333.00           | 0.00        | \$0.00             | 333.00           | \$28,971.00  | 0.00                | \$0.00 |
| 5           | 12" fes w/ rip rap                | ea   | 5.0        | \$925.00     |  | 5.00             | 0.00        | \$0.00             | 5.00             | \$4,625.00   | 0.00                | \$0.00 |
| 6           | 15" fes w/ rip rap                | ea   | 5.0        | \$925.00     |  | 5.00             | 0.00        | \$0.00             | 5.00             | \$4,625.00   | 0.00                | \$0.00 |
| 7           | 18" fes e/ rip rap                | ea   | 1.0        | \$1,030.00   |  | 1.00             | 0.00        | \$0.00             | 1.00             | \$1,030.00   | 0.00                | \$0.00 |
| 8           | 30" fes w/ rip rap                | ea   | 2.0        | \$1,285.00   |  | 2.00             | 0.00        | \$0.00             | 2.00             | \$2,570.00   | 0.00                | \$0.00 |
| 9           | inlet                             | ea   | 31.0       | \$2,535.00   |  | 31.00            | 0.00        | \$0.00             | 31.00            | \$78,585.00  | 0.00                | \$0.00 |
| 10          | manhole                           | ea   | 8.0        | \$2,625.00   |  | 8.00             | 0.00        | \$0.00             | 8.00             | \$21,000.00  | 0.00                | \$0.00 |
| 11          | field inlet                       | ea   | 3.0        | \$2,300.00   |  | 3.00             | 0.00        | \$0.00             | 3.00             | \$6,900.00   | 0.00                | \$0.00 |
| 12          | 6" perf. Pvc w/ clean outs basin  | l.f. | 305.0      | \$40.00      |  | 305.00           | 0.00        | \$0.00             | 305.00           | \$12,200.00  | 0.00                | \$0.00 |
|             | Grading                           |      |            |              |  |                  |             |                    |                  |              |                     |        |
| 1           | New Berlin Grading                | l.s. | 1.0        | \$569,000.00 |  | 1.00             | 0.00        | \$0.00             | 1.00             | \$569,000.00 | 0.00                | \$0.00 |
| 2           | Cut out infiltration mix area     | l.s. | 1.0        | \$8,250.00   |  | 0.00             | 0.00        | \$0.00             | 0.00             | \$0.00       | 0.00                | \$0.00 |
| 3           | Provide & install infil. soil mix | l.s. | 1.0        | \$19,391.00  |  | 1.00             | 0.00        | \$0.00             | 1.00             | \$19,391.00  | 0.00                | \$0.00 |
|             | Paving                            |      |            |              |  |                  |             |                    |                  |              |                     |        |
| 1           | 30" mountable curb                | l.f. | 5030.0     | \$13.90      |  | 5030.00          | 0.00        | \$0.00             | 5030.00          | \$69,917.00  | 0.00                | \$0.00 |
| 2           | 30" vert face curb                | l.f. | 230.0      | \$27.00      |  | 230.00           | 0.00        | \$0.00             | 230.00           | \$6,210.00   | 0.00                | \$0.00 |
| 3           | concrete walk w/ warn fields      | ea   | 4.0        | \$1,250.00   |  | 0.00             | 4.00        | \$5,000.00         | 4.00             | \$5,000.00   | 0.00                | \$0.00 |
| 4           | concrete bull nose                | ea   | 2.0        | \$420.00     |  | 2.00             | 0.00        | \$0.00             | 2.00             | \$840.00     | 0.00                | \$0.00 |
| 5           | 10" stone & binder on site        | s.y. | 7105.0     | \$20.75      |  | 7105.00          | 0.00        | \$0.00             | 7105.00          | \$147,428.75 | 0.00                | \$0.00 |
| 6           | 6" asphalt path                   | s.y. | 1040.0     | \$36.25      |  | 32.00            | 1008.00     | \$36,540.00        | 1040.00          | \$37,700.00  | 0.00                | \$0.00 |
|             | Paving 2022                       |      |            |              |  |                  |             |                    |                  |              |                     |        |
| 1           | Interim inlets                    | ea   | 31.0       | \$915.00     |  | 0.00             | 31.00       | \$28,365.00        | 31.00            | \$28,365.00  | 0.00                | \$0.00 |
| 2           | Surface asphalt                   | s.y. | 7105.0     | \$8.40       |  | 0.00             | 7105.00     | \$59,682.00        | 7105.00          | \$59,682.00  | 0.00                | \$0.00 |
|             | Change Order                      |      |            |              |  |                  |             |                    |                  |              |                     |        |
| 1           | Parking stalls                    | l.s. | 1.0        | \$4,044.75   |  | 1.00             | 0.00        | \$0.00             | 1.00             | \$4,044.75   | 0.00                | \$0.00 |
| 2           | Concrete curb covering            | l.f. | 0.0        | \$1.55       |  | 5180.00          | 0.00        | \$0.00             | 5180.00          | \$8,029.00   | 0.00                | \$0.00 |
| 3           | Concrete heat charges             | cy   | 0.0        | \$5.50       |  | 396.00           | 0.00        | \$0.00             | 396.00           | \$2,178.00   | 0.00                | \$0.00 |
| 4           | New Berlin Grading Undercuts      | l.s. | 0.0        | \$45,005.89  |  | 1.00             | 0.00        | \$0.00             | 1.00             | \$45,005.89  | 0.00                | \$0.00 |
| 5           | Clean up after Utilities          | l.s. | 0.0        | \$17,887.00  |  | 0.00             | 1.00        | \$17,887.00        | 1.00             | \$17,887.00  | 0.00                | \$0.00 |
| 6           | replace broken curb 2022          | l.f. | 0.0        | \$8,124.60   |  | 0.00             | 206.50      | \$14,124.60        | 206.50           | \$14,124.60  | 0.00                | \$0.00 |
| 7           | asphalt patching at R&R curb      | s.y. | 0.0        | \$7,806.19   |  | 0.00             | 87.22       | \$7,806.19         | 87.22            | \$7,806.19   | 0.00                | \$0.00 |

|   |                               |      |     |          |      |      |          |      |          |      |        |
|---|-------------------------------|------|-----|----------|------|------|----------|------|----------|------|--------|
| 8 | Elec. Conduit trench patching | I.s. | 0.0 | \$900.00 | 0.00 | 1.00 | \$900.00 | 1.00 | \$900.00 | 0.00 | \$0.00 |
|---|-------------------------------|------|-----|----------|------|------|----------|------|----------|------|--------|

|                 |                |
|-----------------|----------------|
| EARNED TO DATE: | \$2,791,953.18 |
|-----------------|----------------|

|                      |        |
|----------------------|--------|
| BALANCE TO COMPLETE: | \$0.00 |
|----------------------|--------|

|                         |                |
|-------------------------|----------------|
| LESS PREVIOUS REQUESTS: | \$2,639,535.39 |
|-------------------------|----------------|

|                  |              |
|------------------|--------------|
| CURRENT REQUEST: | \$152,417.79 |
|------------------|--------------|

Please remit payment within 30 days  
 1.5% interest charged on all past due balances

It is the policy of UPI, LLC. to exercise Lien Rights if payment  
 is not received within the provided terms

**RESOLUTION NO. 22-11-49**

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS  
SWAN VIEW FARMS PHASE 2 DEVELOPMENT**

**WHEREAS**, BWC Investments LLC, a Limited Liability Company, and the City of Pewaukee, entered into a Developer's Agreement dated August 25, 2021 on file in the City Clerk's office, to govern the development of a parcel of real property owned by BWC Investments, LLC, containing approximately 28.4295 acres for residential use more particularly described in Exhibit A (Final Plat) on file in the City Clerk's office and incorporated herein, referred to in said Agreement and herein as the "Property;" and

**WHEREAS**, the Agreement provides that BWC Investments, LLC would construct and install the necessary sanitary sewer facilities, water distribution facilities, public streets, surface and storm water drainage, and street signs and traffic control within the Property; and,

**WHEREAS**, the public improvements have been completed and dedicated by BWC Investments, LLC to the City for the Swan View Farms Subdivision; and,

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

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

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

Dated this 21<sup>st</sup> day of November 2022

City of Pewaukee

---

Steve Bierce, Mayor

Attest:

---

Kelly Tarczewski, Clerk



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 16.**

**DATE:** November 21, 2022

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action to **J&R Dreamfield Development** [Wagner]

***BACKGROUND:***

The J&R Dreamfield development construction began this year and to date the work has involved public utility (sewer and water) construction and road repair through the surface course of asphalt.. We recommend the requested reduction. The remaining letter of credit value of \$44,981.74 is sufficient for the 1 year guarantee for the project.

The accepting public improvements resolution accepts the public improvements and begins the 1 year guarantee in accordance with the Developer's Agreement.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Council Approve the First Reduction of J&R Dreamfield Development Letter of Credit from \$167,588.24 to \$44,981.74 (A reduction of \$122,606.50)

**ATTACHMENTS:**

Description

Letter of credit

LOC Reduction Verification

Resolution 22.11.51 Acceptance JR Dreamfield

## **IRREVOCABLE LETTER OF CREDIT**

DATE: March 10, 2022      AMOUNT: \$167,588.24  
APPLICANT: J & R Dreamfield, LLC      BENEFICIARY: City of Pewaukee  
W240N3065 Pewaukee Road  
Pewaukee, WI 53072

Letter of Credit No. WSB102521A

We hereby issue this Irrevocable Letter of Credit in your favor, City of Pewaukee, up to the aggregate amount of (\$167,588.24) Dollars available by your draft(s) drawn on the account of the Applicant.

This Irrevocable Letter of Credit is issued to guarantee and ensure to the City of Pewaukee that the terms and conditions of an agreement on file with the City of Pewaukee, dated February 28, 2022, including any amendments that may be made thereto by the parties, are satisfied.

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

This Irrevocable Letter of Credit may be reduced from time to time as and to the extent that the portion of work required under the aforementioned agreement is completed and paid for, provided, however, that no such reduction shall occur until the issuer has received a written statement from the City Clerk of the City of Pewaukee. Said statement should set forth the amount of reduction and the amount of remaining balance payable under this credit. All drafts so drawn must be marked as drawn under our Letter of Credit No. WSB102521A dated March 10, 2022.

All drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon delivery of documents as specified, if presented at this office, 151 E St Paul Avenue, Waukesha, WI 53188 at the close of business, 5:00 p.m. CST on or before March 10, 2023.

This Letter of Credit shall be construed under the laws of the State of Wisconsin.

This Letter of Credit is irrevocable. This Letter of Credit will terminate 12 months from the date issuance provided, however, termination hereof shall not be effective unless, not less than ninety (90) days prior to the expiration date and not more than one hundred-twenty (120) days prior to

the expiration date, written notice is delivered to the City of Pewaukee indicating that this Letter of Credit, pursuant to its terms, will expire. If said notice is not given at least ninety (90) days prior to the expiration or if said notice is given more than one hundred-twenty (120) days prior to the expiration date, this Letter of Credit shall terminate upon ninety (90) days written notice to the City of Pewaukee.

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

Dated this 10th day of March, 2022.

By:   
\_\_\_\_\_  
Kyle R Kees, Vice President

Approved as to Form:

\_\_\_\_\_  
H. Stanley Riffle  
City Attorney

Approved as to Aggregate Amount:

\_\_\_\_\_  
City Engineer

Approved as to Issuance:  
  
\_\_\_\_\_  
Developer

Accepted and Placed on File:

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





P.O. Box 13456  
Wauwatosa, WI 53213-0456

Ph: 414.476.9130 Fax: 414.476.9132

INVOICE: 112159

Date: 10/21/2022

Your PO:

Terms: Upon Completion

Salesperson: OPIE BO

Contract #: R50829 P3

Job #: 22BO0304

BILL Richard Knutson  
W267 N2884 Woodland Drive  
Pewaukee, WI 53072

SITE Knutson Residence  
W267 N2884 Woodland Drive  
Pewaukee, WI 53072

| <u>DESCRIPTION</u>            | <u>PRICE</u>     |
|-------------------------------|------------------|
| Repair road per proposal      | 29,240.00        |
| Install erosion control items | 7,684.00         |
| Traffic control               | 2,685.00         |
| <b>TOTAL AMOUNT DUE</b>       | <b>39,609.00</b> |

A Finance Charge of 1.5% (18% Per Annum) On All Invoices Past Due. Notice of Lien Will Be Filed If Not Paid Within 60 Days

UPI, LLC (P) 262-548-9451 (F) 262-548-8984



2180 S. SPRINGDALE RD., NEW BERLIN, WI 53146

UPI, LLC 2180 S. SPRINGDALE RD., NEW BERLIN, WI 53146

Invoice: #1  
Date: 10/31/2022  
Job: 220

PROJECT: Peterson Dr Utilities  
PAY REQUEST #

| DESCRIPTION |                     |      | UNIT PRICE |            | WORK COMPLETED   |             |                    | CUMULATIVE SALES |             |
|-------------|---------------------|------|------------|------------|------------------|-------------|--------------------|------------------|-------------|
| Item No.    | BID ITEM            | UNIT | JOB QTY.   |            | PREVIOUS PERIODS | THIS PERIOD | AMOUNT THIS PERIOD | UNITS            | AMOUNT      |
| 1           | 6" Sanitary Lateral | Each | 3.0        | \$5,922.00 | 0.00             | 3.00        | \$17,766.00        | 3.00             | \$17,766.00 |
| 2           | 8" C900 Water Main  | L.F. | 590.0      | \$101.25   | 0.00             | 590.00      | \$59,737.50        | 590.00           | \$59,737.50 |
| 3           | Hydrant Assembly    | Each | 1.0        | \$6,650.00 | 0.00             | 1.00        | \$6,650.00         | 1.00             | \$6,650.00  |
| 4           | 8" Gate Valve       | Each | 1.0        | \$2,133.00 | 0.00             | 1.00        | \$2,133.00         | 1.00             | \$2,133.00  |
| 5           | 1.25" HDPE Service  | Each | 3.0        | \$2,360.00 | 0.00             | 3.00        | \$7,080.00         | 3.00             | \$7,080.00  |

EARNED TO DATE: \$93,366.50

LESS PREV. REQUESTS: \$0.00

CURRENT REQUEST: \$93,366.50

Please remit payment within 30 days.  
1.5% interest charged on all past due balances.

It is the policy of UPI, LLC, to exercise Lien Rights if payment is not received within the provided terms.

**RESOLUTION NO. 22-11-51**

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS  
J&R DREAMFIELD DEVELOPMENT**

**WHEREAS**, J&R Dreamfield LLC, a Limited Liability Company, and the City of Pewaukee, entered into a Developer's Agreement dated on file in the City Clerk's office, to govern the development of a parcel of real property owned by J&R Dreamfield, LLC, containing approximately 6.1188 acres for residential use more particularly described in Exhibit A (Final CSM) on file in the City Clerk's office and incorporated herein, referred to in said Agreement and herein as the "Property;" and

**WHEREAS**, the Agreement provides that J&R Dreamfield, LLC would construct and install the necessary sanitary sewer facilities, water distribution facilities, public streets repairs, and traffic control within the Property; and,

**WHEREAS**, the public improvements have been completed and dedicated by J&R Dreamfield, LLC to the City for the J&R Dreamfield Subdivision; and,

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

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

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

Dated this 21<sup>st</sup> day of November 2022

City of Pewaukee

Attest:

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

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



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 17.**

**DATE:** November 21, 2022

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action for Railroad Quiet Zone Study for the Crossings Located at Weyer Road, Green Road, and Watertown Road Reallocate Funding from the Contingency Fund to the Road Fund Balance [Wagner]

***BACKGROUND:***

At the May 2, 2022 meeting, the Common Council took action to fund the Quiet Zone Studies from the Contingency Fund in the amount of \$48,010. In discussion with the Accountant regarding this, if the funds were taken from the Contingency Fund, they will be unable to track the expenses for this study and future project. In addition, we are unable to transfer funds to another fund from the Contingency Fund. The recommendation is to reallocate funds for these studies from the Road Fund Balance to provide the tracking of expenses related to the Quiet Zone Studies and future project.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Council to authorize funding the Quiet Zone Studies from the Road Fund Balance rather than the Contingency Fund.

**ATTACHMENTS:**

Description

May 2, 2022 CC Minutes

10. Discussion and Possible Action Regarding **Ordinance 22-12** to Rezone Property Located at W225 N3131 Duplainville Road (PWC 0911-993-006 & PWC 0911-989) from M-2 Limited Industrial to I-2 Rural Institutional for the Purpose of Constructing an Access Drive, Salt Shed and Fuel Tanks for the New City of Pewaukee DPW Garage
11. Discussion and Possible Action for Railroad Quiet Zone Study for the Crossings Located at Weyer Road, Green Road, and Watertown Road

Mr. Gabby stated the two locations in question exist along the Canadian National Railroad. One is located at Weyer Road and the other is at Green Road. At Weyer Road the City would file a NOI with the railways and work to determine that safety measures will satisfy their requirements. The study at the Green Road crossing would identify what crossings would be important, which ones need improvements, and how much it would cost. He said this would only be a preliminary review. Mayor Bierce asked if this was for the north/south tracks only. Ms. Wagner noted the railroad was doing improvements on the east/west tracks and the City is waiting on the railroads to make safety improvements before they review it.

Mayor Bierce asked about the two private crossings. Mr. Gabby stated one is on the Zignego property and another at a driveway. He said the study would help determine how much risk is associated with the crossing. Mayor Bierce asked if the homeowner has the right to say it is up to the City if they want to make it a quiet zone. Ms. Wagner stated it would be their right to do so. They would have to give the City permission to do the improvements if any were required. Discussion took place regarding private crossing improvements.

Mr. Reinbold asked if Lisbon has a quiet zone at Highway K. Ms. Wagner said not at Highway K. She said Lisbon has quiet zone crossings further north. She noted Highway K is a County road and the County would not share in those costs. Mayor Bierce asked if Weyer Road was half Pewaukee and half Lisbon. Ms. Wagner stated yes. She said the City would need to partner with Lisbon on Weyer Road or the City would have to pay for it on our own.

Discussion took place regarding safety features on Duplainville Road.

Mr. Vetterkind stated we need the study and can't do anything without it.

Mr. Reinbold asked if the City has approached the property owners. Ms. Wagner stated they have not been contacted, since the City does not know what improvements would even be done at this time without the study.

Ms. Wagner stated at the last meeting she was asking for approval of the study. She would like to know if the City would want to incorporate quiet zones into the City.

Mayor Bierce asked if anyone was there to speak on the quiet zones.

Daniel Amezcuita-Perez (N45W22355 Planetree Trail) said he moved in a month ago and is concerned about the noise and hopes the City makes it a quiet zone.

Greg Stanton (N47W22476 Woodleaf Way) said he moved in a year ago to the Woodleaf Subdivision. He thought it was a great subdivision until they slept there. He said there were eight trains from 1:00 a.m. to 5:00 a.m. He noted the sound of the train was not bad but the sound of the horns were. He feels the City should pursue the quiet zone.

Bill Nordstrom (W223N4647 Seven Oaks Drive) said he attended a meeting a few years ago regarding quiet zones and asked the Town of Lisbon to see if they were willing to share the expense and what the time frame would be. Ms. Wagner stated this is the next step from the study that was completed. She said there have been informal discussions with Lisbon and the City needs to determine what improvements need to be done and what the cost is before any formal discussions would take place. Ms. Wagner said it may be six plus months for a time frame.

Randall Schmidt (N47W22434 Woodleaf Way) said he is concerned about the how long it is taking to get a quiet zone. He noted he lived in Sussex a long time ago and they have one. He said he is telling people not to build because of the sound and the number of trains that go by. He feels Korndorfer Homes and Karek Builders should tell potential buyers there is no quiet zone.

Michael Ruka (W222N4798 Seven Oaks Drive) said anything the City can do to help he would support and appreciate.

Mr. Reinbold stated he lives on the east/west corridor and did research before he bought the property knowing the tracks were there. He said some of the value is incorporated in the costs of the property. Mr. Reinbold noted he would love a quiet zone, but the City must consider the cost.

Mr. Clark stated the City spends money for other nuisances.

Mr. Wamser said he is for it but feels the cost of the study is ridiculous and feels the City should forgo the study.

Attorney Riffle stated the study needs to be done so the City can do the check list. He felt the Engineering Department did not have the time to handle the study. Ms. Wagner noted the City does not have the time to do the study or the means to do a traffic study analysis, which is why they hired the consultant.

Discussion took place regarding prior studies.

Mr. Vetterkind stated it is expensive, but not that difficult.

Mr. Dziwulski would like to see the study go forward since we don't know what we're looking at.

Mr. Clark asked about the 2019 study. Ms. Wagner noted Weyer Road was done in 2019.

Mr. Clark asked if there was a strong consensus to move forward with the improvements.

Attorney Riffle noted it can be special assessed to those that will benefit. Further discussion took place regarding the cost.

**A motion was made and seconded (B. Dziwulski, J. Wamser) to approve the Railroad Quiet Zone Study in the amount of \$48,010 and to fund it from the Contingency Fund.** Motion Passed: 5-For, 1-Against (C. Brown).

12. Discussion and Possible Action Regarding **Ordinance 22-13** Amending Chapter 5 - Traffic, to Remove Lindsay Road from Redford Boulevard (CHT F) to Duplainville Road from and to Add Hughes Trail to Section 5.05(3)(b) (*First Reading*)



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 18.**

**DATE:** November 21, 2022

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action Regarding Pursuing Designation as a Tree City USA Community [Wagner]

***BACKGROUND:***

With the City's recent tree inventory of all publicly-owned trees (right-of-way, City properties, and parks), Staff has had some discussion with the Wisconsin Department of Natural Resources (WDNR) staff who implemented the grant we received to complete the inventory.

Tree City USA is a designation communities can seek. The tree inventory and management plan, which is being completed as part of the grant, puts the City in the right place to possibly pursue this designation.

Attached is a program summary for Tree City USA. You may also review this program at their website at <https://www.arborday.org/programs/treecityusa/>.

A community can obtain Tree City recognition by:

1. Maintaining a tree board or department.
2. Having a community Tree Ordinance.
3. Spending at least \$2 per capita on urban forestry.
4. Celebrating Arbor Day.

Their website has the following reasons to become part of the community:

A thriving urban forest offers many advantages to communities. Here are just a few:

- Trees help absorb the sounds of traffic in urban areas by 40%.
- Neighborhoods with trees are seven to nine degrees cooler than those without.
- Trees reduce energy costs up to 25% by shading buildings and protecting them from winter winds.
- Homes with trees have higher property values.
- Green space plays a major role in improving mental and physical health.
- Planting and maintaining trees absorbs carbon dioxide in the atmosphere, mitigating the effects of climate change.

Publicly demonstrating your commitment to the environment is a great way to build pride among residents, as well as position your community as an attractive place to live. To help you share your award, we send signs, flags, press

releases, and other materials after your acceptance.

Applications for this designation are due by December 31, 2022. Staff is trying to determine if the City would like to pursue this designation. The Public Works Committee has recommended we pursue the Tree City Designation.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Council to direct Staff to apply for Tree City USA status, if desired.

**ATTACHMENTS:**

Description

Tree City USA Program Summary

WDNR Email with Requirements

# Tree City USA®

Creating greener communities nationwide



**TREE CITY USA®**  
An Arbor Day Foundation Program

**Cooler temperatures. Cleaner air. Healthier residents.**

The benefits trees bring to urban environments are endless — and by meeting the four Tree City USA standards, your community can experience them firsthand.



## PROGRAM SUMMARY

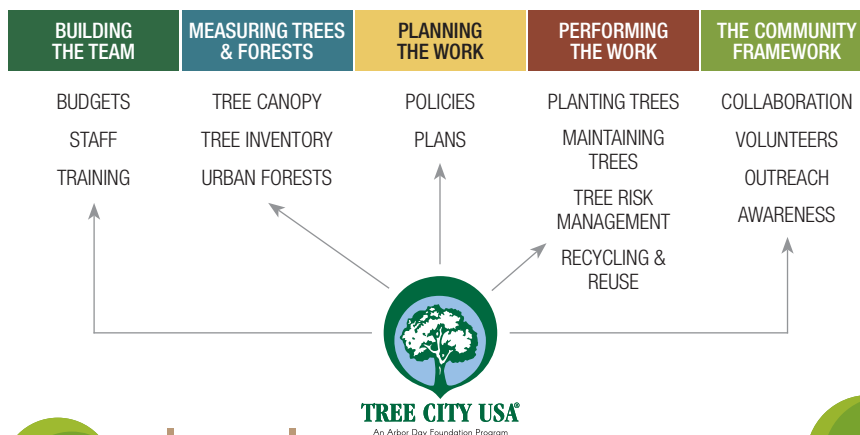
The Tree City USA program was founded in 1976 to celebrate towns and cities committed to growing their urban canopy. Led by the Arbor Day Foundation, with partners at USDA Forest Service and National Association of State Foresters, it provides the foundational framework necessary for communities to manage and expand their tree cover.

Program applications are completely free. Many cities renew their Tree City USA status every year, making them eligible for a Growth Award and other urban forestry opportunities.

## THE FOUNDATION OF URBAN FORESTRY PROGRAM DEVELOPMENT

The Tree City USA program has helped more than 3,600 communities across the country build out their urban forests. Recognition forms the base layer for five different areas of growth, including expansion of personnel, financial investment, defined policies and plans, and engagement with residents.

### GROWTH AWARD QUALIFYING ACTIVITIES





## STANDARDS FOR RECOGNITION

To receive recognition, a community must meet four core standards for its public trees:

### ✓ Standard 1: Form A Tree Board Or Department

Delegating responsibility for city- or town-owned trees is the first official step to becoming a Tree City. By forming a tree board or department, cities can create a more organized and effective urban forestry plan.

### ✓ Standard 2: Establish A Tree Care Ordinance

A public tree care ordinance assigns clear authority over public trees and provides clear guidance for planting, maintaining, and/or removing trees from streets, parks, and other public spaces.

### ✓ Standard 3: Maintain A Community Forestry Program With An Annual Budget Of At Least \$2 Per Capita

Your community most likely already spends at least \$2 per capita on the planting, care, and removal of trees. This is intended to demonstrate an ongoing investment into your public trees.

### ✓ Standard 4: Proclaim and Observe Arbor Day

Celebrating Arbor Day and passing an official holiday proclamation helps create pride for your city's entire urban forestry program.



## BENEFITS OF RECOGNITION

By becoming a Tree City, your community will:

- Receive flags, signs, and other materials to proudly display your award
- Educate residents about the value of trees and green space
- Gain national recognition for your commitment to environmental stewardship
- Create a cleaner, healthier, and more beautiful urban landscape

## GETTING STARTED

Interested in joining, but not quite sure where to begin? It's as simple as following these five steps!

1. Make the case to friends and leaders in your community
2. Contact your state's urban and community forestry coordinator
3. Work together to fulfill the four Tree City USA standards
4. Celebrate Arbor Day
5. Submit your free application!



Learn and apply today at [arborday.org/treecityusa](https://arborday.org/treecityusa)



**From:** [Sebastian, Kim G - DNR](#)  
**To:** [Wagner, Magdelene](#)  
**Cc:** [Nathan Schuettpelz \(nates@wachteltree.com\)](mailto:nates@wachteltree.com)  
**Subject:** Tree City, USA requirements  
**Date:** Tuesday, February 8, 2022 5:18:52 PM  
**Attachments:** [Proclamation template.pdf](#)

---

Hi Maggie,

It's great news that Pewaukee is interested in becoming a Tree City, USA. I'm happy to help. The 2022 Tree City, USA application is due by December 31, 2022. The application is on-line and is housed on a portal at the Arbor Day Foundation. State Foresters partner with the Arbor Day Foundation. <https://www.arborday.org/programs/treecityusa/>  
I am your contact for Tree City here in SE WI. The portal opens up in Sept or Oct. I will send you a link then. There are four standards that need to be met to apply for Tree City.

Pewaukee needs a tree board OR department. Some communities have both. I'm assuming you would be the department manager.

The second standard is a tree ordinance. I'd be happy to take a look at your ordinance to make sure it meets minimum requirements. This is new from the Arbor Day Foundation:

1. My community's ordinance assigns/delegates authority over public trees.
2. My community's ordinance provides clear guidance for planting, maintaining and/or removing public trees.
3. My community's ordinance is in effect 24 hours a day, 7 days a week, and 365 days a year (not temporary)

The third standard is spending \$2/ capita on your tree care program. So a quick check on Google and it looks like Pewaukee's population is about 14,400. Multiplying your population by 2 and Pewaukee would have to spend at least \$28,800 on their forestry program. This includes staff time/fringe, equipment, trees, supplies, tree contractors, consultants, administrative tree time, volunteer time, etc. I can go over numbers with you if needed. I'm sure Pewaukee can meet this, and actually already does with the 2022 urban forestry grant.

The fourth standard, the fun one, requires an Arbor Day observance/celebration and an Arbor Day Proclamation. This is critical, and timing is right to get a Proclamation signed, within the next two and a half months, before Arbor Day. I've attached a sample proclamation. It does not need to follow this exactly – it's up to your community elected. You can designate a day, a week or a month for Arbor Day. Often time it corresponds to the day you do the tree planting, and that can be as grand or simple as you would like.

Please let me know if you have any additional questions or need help.

Thank you,

Kim

**We are committed to service excellence.**

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Kim Gorenc Sebastian

Urban Forestry Coordinator – Forestry Division

Wisconsin Department of Natural Resources

1027 W. St. Paul Ave.

Milwaukee, WI 53233

Phone: (414) 294-8675

[kim.sebastian@wisconsin.gov](mailto:kim.sebastian@wisconsin.gov)



[dnr.wi.gov](http://dnr.wi.gov)





**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 19.**

**DATE:** November 21, 2022

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action Regarding the Recycling Intergovernmental Agreement and the Recycling Dividend [Wagner]

***BACKGROUND:***

Staff has been participating in a Municipal Recycling Fund Workgroup for about a year discussing the current Intergovernmental Agreement (IGA) for municipal recycling.

Since 2001, the City has had an IGA with Waukesha County to operate a recycling facility with several other communities. Waukesha County has an IGA with Milwaukee County and operates a joint recycling center together. This Materials Recovery Facility (MRF) has been operating since 2014. Until 2018, the MRF was very successful in producing excess revenue from its commodities. In 2018, the commodity prices for many of the recycled material dropped significantly. As such, the dividends the County has been paying to the communities were suspended. The County then began a study of its MRF operations and the future sustainability of the MRF. The Municipal Recycling Fund Workgroup summarizes the results of their study and the results of the workgroup to find tune how to make the MRF sustainable.

With the changes to the operation of the MRF, the IGA needs to be updated. The County drafted a new IGA for communities to review and approve moving forward.

Public Works Committee recommended approval of the IGA.

***FINANCIAL IMPACT:***

As long as the MRF fund continues to operate above \$3.5 Million, the Communities will receive dividends. These dividends would lag 1 year to ensure accurate numbers are used in all budgets.

If the MRF fund is between \$3.5 and \$3.1 Million, dividends will be considered depending on what expenses are anticipated in the next year or two.

If the MRF fund is below \$3.1 Million, payments from the Municipalities to the County may be required.

***RECOMMENDED MOTION:***

Council approve of the IGA.

**ATTACHMENTS:**

Description

Municipal Recycling Fund Workgroup report

Draft IGA

# FINAL REPORT

## MUNICIPAL RECYCLING FUND GROUP

### EXECUTIVE SUMMARY

In 1990, 25 partner municipalities adopted resolutions to identify the County as the ‘Responsible Unit’ to implement an effective recycling program as defined under the authority of Chapter 287 of Wisconsin Statutes. This was done as the initial step in the development of a comprehensive recycling program where participating municipalities would benefit from efficiencies gained through collaboration.

Beginning in 2001, Waukesha County was able to provide additional program revenues back to participating communities. The dividend payments consisted of a base dividend as well as a performance-based incentive. The dividend amounts increased as additional funds were available. In 2014 Intergovernmental Agreements with participating communities expanded the program to new communities and also incorporated additional payments to defray the costs of leasing carts and transporting material to the new Waukesha County City of Milwaukee Joint Materials Recovery Facility (MRF). This was done to not only share revenues associated with the program, but also to spend down the amount of funds held in reserve.

Due to the unprecedented market upsets caused by international actions in 2018, the program revenues were less than program costs. After several years the MRF fund could no longer sustain ongoing dividends. These totaled approximately \$1M annually and were not tied to actual program revenues.

Over the course of 2021 and into early 2022, County and municipal representatives partnered through a workgroup to develop a new dividend structure. The workgroup engaged with national consultants to better understand the regional and national recycling landscape and then developed recommendations on payment thresholds and how the dividend would be shared. The goal was to make a sustainable dividend program based on a sustainable business model that lessens the impact of market changes while providing new incentives for partnering, educating, and providing clean tons to the program.

### WORKGROUP GOAL

By May 2022, develop a sustainable business model for the County’s recycling fund that lessens the impact of market highs and lows to be included in the 2023 Budget.

### WORKGROUP MEMBERS

Tom Grisa (*City of Brookfield*)  
Tom Hafner (*City of Delafield*)  
Dave De Angelis (*Village of Elm Grove*)  
Josh Radomski (*City of New Berlin*)  
Ald. Joseph Stribl (*City of New Berlin*)  
Mark Frye (*City of Oconomowoc*)  
Maggie Wagner (*City of Pewaukee*)  
Karen Schuh (*Village of Vernon*)  
Dustin Nolan (*City of Waukesha*)  
Brandon Bledsoe (*Village of Waukesha*)

Beth Gerbing (*Village of Waukesha*)  
Supervisor Bill Mitchell (*Waukesha County*)  
Dale Shaver (*Waukesha County*)  
Alan Barrows (*Waukesha County*)  
Steve Trimborn (*Waukesha County*)  
Analiese Smith (*Waukesha County*)  
Abbie Liedtke (*Waukesha County*)  
Kendra Oldfield-Roberson (*Waukesha County*)  
Demetra Christopoulos (*Waukesha County*)  
Sarah Spaeth (*Waukesha County*)



## TIMELINE

| TASK                                                                 | DATE         |
|----------------------------------------------------------------------|--------------|
| Charter Development & Kick-off Meeting                               | Jan '21      |
| Municipal kick-off communication                                     | Feb '21      |
| Benchmark other fee structures including Municipal SMEs and WC Staff | Feb '21      |
| Municipal SME Meeting to review benchmark data                       | March '21    |
| Budget deep dive                                                     | March '21    |
| Recommendations on budget opportunities and realignments if needed   | March '21    |
| Create budget tracking file                                          | March '21    |
| Decide on plan components & baseline metrics                         | March '21    |
| Municipal communication on benchmark research and plan components    | March '21    |
| Municipal communication on fee structures – 1 <sup>st</sup> meeting  | April '21    |
| Develop 3 - 4 fee structures                                         | December '21 |
| 2 <sup>nd</sup> Community Workgroup Meeting with feedback            | December '21 |
| MRF Fund Policy                                                      | January '22  |
| 3 <sup>rd</sup> Community Workgroup Meeting with feedback            | January '22  |
| All Community Update at Annual Meeting                               | January '22  |
| Draft final recommendations                                          | February '22 |

### WORKGROUP ACTIVITIES

The workgroup met four times throughout the project to review various options and provide feedback on program design. The first meeting included a presentation to provide industry information on both a regional and national level. This information confirmed that the current recycling program is successful, especially compared to tipping fees and program costs

experienced by other programs. The remaining meetings the workgroup had wide-ranging discussions on a variety of topics including program revenue streams, program goals and success metrics, historical program costs, basing funding on tonnages vs. household numbers, disposal challenges, and the importance of education and providing high quality recycling tons without additional residue. These conversations served as the basis for the recommendations included in this report.

## KEY RECOMMENDATIONS

### GENERAL DIVIDEND STRUCTURE

- Programmatic financial decisions (i.e. amount of annual dividend) will be based on audited financial results. A timeline further outlining this process is included as Appendix A.
- Dividends to the participating municipalities will be incorporated into the County's budget when the fund is above \$3.5 M.
- Dividends to the participating municipalities will be considered based on future projections when the fund is below \$3.5 M but above \$3.1 M.
- Payments from the participating municipalities will be considered to support programmatic costs when the fund is below \$3.1 M. If the financial recovery is presumed to be short term, payments may be waived.
- Additional funds may be sought (i.e. through grants or other funding sources) to fund efficiency infrastructure improvements.
- In lieu of creating a separate fund for upgrades to the Joint Materials Recovery Facility beyond the current Intergovernmental Agreement with the City of Milwaukee (through 2030), the Recycling Fund may borrow funds from the County with a structured repayment plan.
- The County will provide bi-monthly financial updates to municipal partners.
- The workgroup may reconvene from time-to-time to update programmatic recommendations.

### DIVIDEND PAYMENT COMPONENTS

- The final dividend formula will be shared with municipal partners when the budget is submitted.
- 50% of the dividend will be based on the historical 5-year average of program costs by community.
- 35% of the dividend will be based on total household count for the community.
- 7.5% of the dividend will be based on additional recycling services offered with a list to be updated from time-to-time that targets key materials for a municipality's residents and all County residents.
- 7.5% of the dividend will be based on educational collaboration with the county in regard to maintaining an updated website or linking to the County's website, partnering with the County to provide residential education, and participating in the County's Hauler Recycling App program.

## FUTURE CONSIDERATIONS

- Reassess the necessary fund balance to maintain program sustainability, as needed.
- Consider a cushion for dividend payment or fee collection for years that fall just above and just below the dividend payment threshold
- Consider future opportunities for strategic implementation of efficiency infrastructure improvements

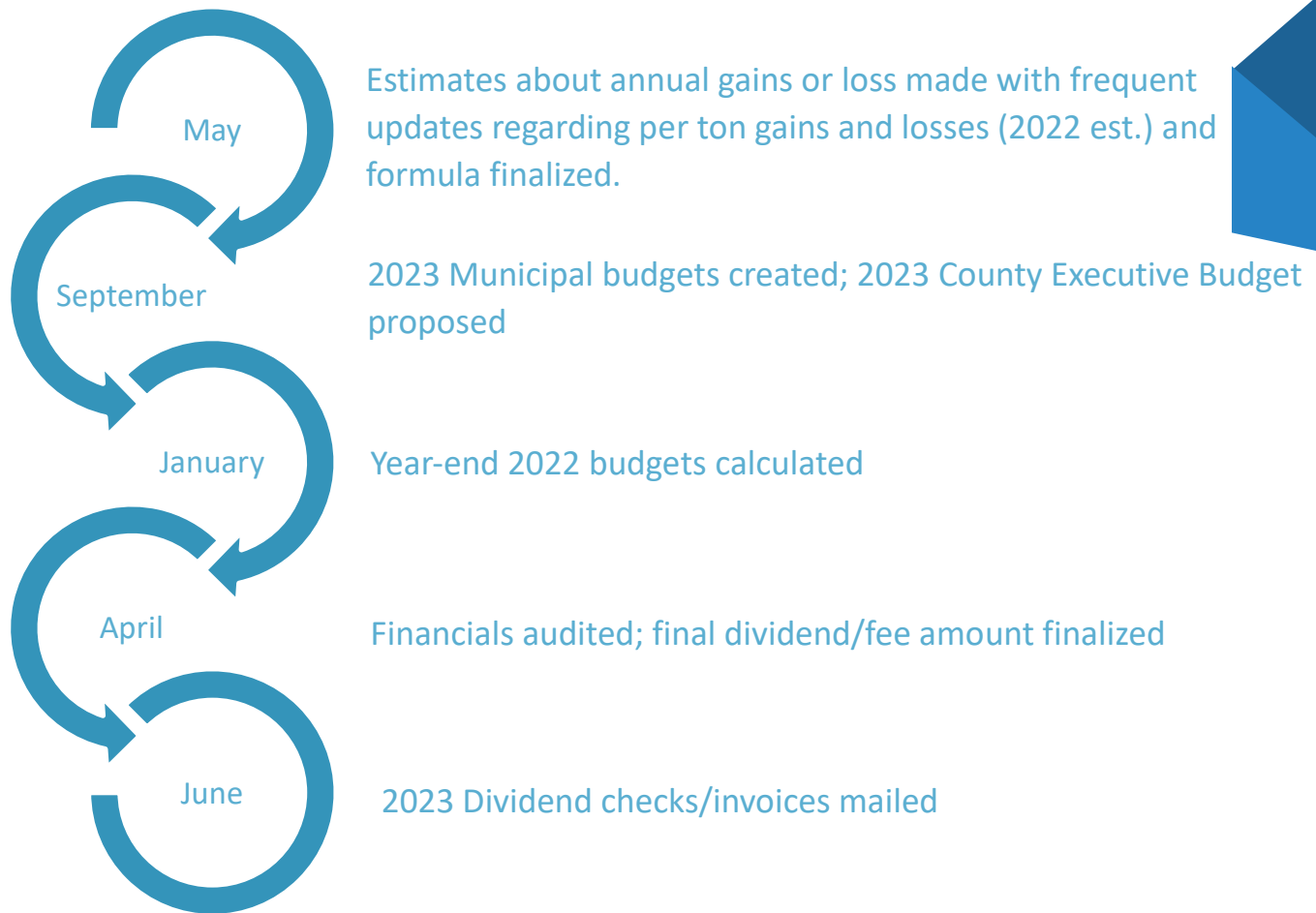
#### NEXT STEPS

- Share plan with the Waukesha County Cooperative Council
- Develop Intergovernmental Agreements
- Incorporate into the 2023 County Budget

By May 2022, develop a new dividend program for the County's recycling fund that includes a dividend payment when possible and a fee structure when needed to support a sustainable MRF Fund to be included in the 2023 Budget.



## APPENDIX A



## **INTERGOVERNMENTAL AGREEMENT BETWEEN THE [MUNICIPALITY OF] AND WAUKESHA COUNTY**

### **Regarding the Municipal Recycling Dividend Program**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is between the [MUNICIPALITY OF] (“Municipality”) and Waukesha County – Department of Parks and Land Use (“County”) a body corporate and politic. The [municipality of] a [municipal corporation (“City” or “Village”) / quasi-municipal corporation “Town”] and County may be referred to individually or collectively in the Agreement as the “Party” or “Parties” respectively.

#### **RECITALS**

**WHEREAS**, since 1990, the County has served as a “Responsible Unit” (“RU”) for recycling under Chapter 287 Wisconsin Statutes for twenty-five (25) participating communities through a Resolution, including the Municipality;

**WHEREAS**, the public/private partnership at the County-owned Material Recovery Facility (“MRF”) in Waukesha has allowed the County to provide participating communities over \$12 million in tax relief (“dividend payments”) and numerous services at no cost, such as recyclable processing, public education programs, household recyclable containers, special event containers and regional recyclable drop-off boxes;

**WHEREAS**, between 2007 and 2012, a series of independent and joint studies were completed by both the County and the City of Milwaukee (“City”) to determine the best future path for recyclable processing to adapt to the industry trend of single sort collection and processing systems;

**WHEREAS**, in 2014, after completing a competitive joint request for proposal (RFP) process, the County and City executed an intergovernmental agreement and concurrent contracts with a private company to design, build and operate a Joint City/County MRF in Milwaukee (“Joint MRF”), which began processing single sort recyclables for both communities in March 2015;

**WHEREAS**, in 2021, the County and participating communities convened a Recycling Dividend Workgroup to discuss financial support for municipal recycling costs; and

**WHEREAS**, in accordance with the final recommendations of the Recycling Dividend Workgroup, a formulaic approach will be utilized in determining when dividend payments may be made to participating communities as financial support for municipal recycling costs, and when tipping fees may be charged to participating communities in order to maintain an appropriate MRF ~~fund~~Fund Working Capital balance.

**NOW THEREFORE**, in consideration of these premises, the County, serving as the RU, and the Municipality, as a participating community, hereby agree as follows:

## **SECTION 1**

### **SERVICES BY THE MUNICIPALITY**

- a. Delivery of Recyclables to Joint MRF. The Municipality shall, through its solid waste collection contract, require: 1) all recyclables to be hauled directly to the Joint MRF located at 1401 W. Mount Vernon Ave, Milwaukee in accordance with Waukesha County Code of Ordinances; and 2) the Municipality's solid waste collector ("SWC") to coordinate with the City and the Joint MRF operator the delivery of recyclables to the Joint MRF at times that maximize efficiencies at the scale and tip floor and minimize traffic back-ups. In the event the Joint MRF is unable to accept recyclables, the Municipality will direct the SWC to deliver recyclable materials to an alternate location for a designated time, as directed by the County, at no additional cost to the Municipality through a contract between the County and the Municipality's SWC.
- b. Record Keeping and Reporting. The Municipality shall keep records and, through an Internet-based County reporting system, provide annual data required to complete DNR Recycling Grant application and annual reports in accordance with the Waukesha County Code of Ordinances. Additionally, the Municipality shall, through their solid waste collection contract, require their SWC to keep records, provide the necessary data and reports to the County, maintain compliance with applicable state or local codes, program rules, and to comply with the requirement for delivery of recyclables to the Joint MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days, and contamination.
- c. Collection Contracts. The Municipality shall provide the County a current copy of their solid waste collection contract including any future amendments or contracts.
- d. Solid Waste Collection Contract Compliance Requirements. The Municipality shall attach and incorporate the attached Exhibit B into the terms of their solid waste collection contract, which describes the Municipality's solid waste and recycling hauler requirements contained in this Agreement.
- e. Responsible Contact. Municipality will designate an individual to serve as the Responsible Contact to receive recycling updates from the County and participate in the Recycling Dividend Workgroup as further defined in this Agreement.

## **SECTION 2**

### **SERVICES BY THE COUNTY**

- a. Educational Program Services. The County will provide educational program services in accordance with the requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.



- b. Effective Recycling Program. The County will provide compliance assurance as required of an “effective recycling program” under Chapter NR 544 Wisconsin Administrative Code.
- c. Recycling Updates. The County will provide recycling updates, including but not limited to current contamination rates and current material sale rates. These updates shall be provided to the Municipality’s Responsible Contact every two months.
- d. Annual Planning and Implementation Meeting. The County will host an annual program planning and implementation meeting to provide a comprehensive program update to the Municipality.
- e. Components and Calculations. The County will annually provide a list of included components and a calculation for the additional recycling services and education partnership portions of the dividend ~~when it provides the initial dividend estimation.~~
- f. Recycling Dividend Workgroup. The Recycling Dividend Workgroup is composed of volunteer Responsible Contacts from participating communities. The County shall meet with the Recycling Dividend Workgroup as needed and will take into consideration any recommendations of the Recycling Dividend Workgroup on program elements.

### SECTION 3

#### PAYMENTS AND FEES

- a. Dividend Payments. Commencing in ~~2023~~2022, County will calculate dividend payments to Municipality ~~if (1) for inclusion in the following budget if~~ as of December 31<sup>st</sup> of the preceding year in which the dividend payment is to be ~~made, calculated, (1)~~ the MRF Fund’s Working Capital is above the cap set by the County and as further defined in Exhibit A, Section 1 and (2) the recycling program’s audited financial statements show a positive cash flow at the close of the Waukesha County fiscal year as ~~listed~~verified in the County’s Annual Comprehensive Financial Report.
  - ~~a.i.~~ Working Capital is defined as the current assets minus the current liabilities, exclusive of the following: 1) Funds specifically reserved for equipment repairs or upgrades; 2) Grant funds received in excess of the state’s basic recycling grant; and 3) The recycling consolidation grant to Responsible Units. ~~Positive cash flow is defined as the positive net change in Working Capital from the previous year.~~
  - ii. Positive cash flow is defined as the positive net change in Working Capital from the previous year.
- b. Tipping Fees. Tipping fees shall be charged to the Municipality ~~to if (1)~~ as of December 31<sup>st</sup> of the preceding year in which the tipping fee is ~~contemplated to be charged~~calculated, the MRF Fund ~~balance~~Working Capital is below the floor set by the County and as further defined in Exhibit A, Section 1. Municipality shall pay any tipping fees in accordance with the terms of this Agreement.

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- c. Calculation of Dividend Payments and Tipping Fees. Any dividend payments or tipping fees shall be determined by County in accordance with Exhibit A, which is hereby incorporated into the terms of this Agreement.
- d. Timing of Payments and Fees. County will provide status updates regarding estimated dividend payments or tipping fees throughout the auditing and budgeting ~~and auditing~~ process. A final invoice if applicable will be issued by ~~June 30~~March 1 and final payments shall be made by ~~July 31~~April 1 in the year following the year in which the fee or payment was calculated. Illustration: Audited financials of 2021 are released May 1, 2022. These results are used to determine if there is a dividend payment or tipping fee and the total amount. Staff will calculate each year participating community's dividend payment or tipping fee, communicate that to the Municipality, and incorporate it into the budget for the following year. By March 30, 2023 an invoice will be provided (if necessary) and payment will be made by April 1, 2023.

#### SECTION 4

##### MISCELLANEOUS

- a. Authority and Responsibilities. Nothing in this Agreement forfeits any RU rights and responsibilities of the County, or any other Municipality or County's rights or responsibilities under state or local laws. The County remains responsible for implementing a recycling education program for residents of the Municipality and for complying with other requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.
- b. Responsible Contacts. Upon execution of this Agreement, the County, and the Municipality each shall designate in writing a primary person as a Responsible Contact to be responsible for carrying out the activities described in this Agreement.
- c. Review and Amendments. All changes to the main body of this Agreement shall be mutually agreed upon between the Parties and shall be in writing and designated as written amendments to this Agreement. The County has the authority to change the MRF Fund Working Capital cap and floor balances identified in Exhibit A upon providing twelve months' advance written notice of any changes to the Municipality.
- d. Effective Date and Term. Upon execution by both parties, this Agreement shall become effective on January 1, 2023, and shall remain in effect until January 1, 2030, unless otherwise terminated in writing by either party upon a one (1) year written notice to the other party. Termination of this Agreement does not alter the County's status as the Responsible Unit or the Municipality's responsibilities as a participating community in the Responsible Unit.

e. Severability. If any clause, provision or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of this Agreement.

f. Notices. Any and all notices regarding termination of this Agreement shall be in writing and deemed served upon depositing same with the United States postal Services as "Certified Mail, Return Receipt Requested",

Addressed to the Municipality at:

XXXX

and to the County at:

XXXXXX

g. Binding Agreement. This Agreement is binding upon the parties hereto and their respective successors and assigns.

WAUKESHA COUNTY:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Dale R. Shaver, Director - Department of Parks and Land Use

MUNICIPALITY

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name

Attest: \_\_\_\_\_

Name, Clerk



|

|

6

## EXHIBIT A

### Dividend Payment and Tipping Fee Formula

#### SECTION 1

##### MRF FUND WORKING CAPITAL

The County will set the MRF ~~fund~~Fund Working Capital cap and floor balances to be utilized in determining when a dividend payment or tipping fee will be issued. The County has identified the following minimum balances, excluding grant issued funds ~~or~~and segregated funds for equipment repair and maintenance and efficiency improvement, to be utilized in determining when a dividend payment or tipping fee will be issued:

~~MRF fund cap~~Cap \$3,500,000.00

~~MRF fund floor~~Floor \$3,100,000.00

The County has the authority to change the MRF ~~fund~~Fund Working Capital cap and floor balances upon providing twelve months' advance written notice of any changes to the Municipality. Any changes to these balances will be based upon several factors including but not limited to market conditions, net commodity revenue, the analysis and recommendations of a third-party vendor and input from local subject matter experts.

#### SECTION 2

##### DIVIDEND CALCULATION

Dividend payments will be determined when (1) the MRF ~~working capital~~Fund Working Capital is above the cap identified in Section 1, and (2) the recycling program's audited financial statements of the preceding year show a positive cash flow as defined in Section 3(a) of the Agreement. The Dividend payment calculation will be determined by the County based on County's audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit. The formula utilized by County to determine a Municipality's dividend payment will ~~take into account~~be based on the following considerations:

- 50% of the dividend will be based upon the proportion of the 5-year average of total eligible costs the Municipality paid for eligible recycling expenses.
- 35% of the dividend will be based upon the number of eligible households in a participating community as a proportion of the total number of eligible households in the program. Eligible households, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), will be identified by the Municipality's January hauling invoice from the SWC or, if not available, according to the County's GIS system. A multiplier of ~~1—6, 1.2, 1.4, 1.6, 1.8, or 2~~ will also be incorporated based on the distance the Municipality is located from the Joint MRF with 1 being the nearest and ~~6~~2 being the furthest in proximity to the Joint MRF.
- 7.5% of the dividend will be based upon additional recycling services Municipality provides for its residents or all County residents for a minimum of 12 months. In order to qualify,

Municipality must provide evidence of said services that is satisfactory to the County. A list of qualifying services and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the participating community's residents will earn the Municipality a score of 0, 0.5, 2, or 3. A numerical assignment of 3 represents the highest number of services provided.

- 7.5% of the dividend will be allocated based on education and outreach partnership opportunities in which a Municipality collaborates with the County. A list of qualifying opportunities and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the municipalities' residents will earn Municipality a score of 0, 1, 2, or 3, with 3 being the highest number of qualifying opportunities.

Illustration: Municipality "Y" has a 5-year average of total eligible recycling costs of \$500,000 and the 5-year average of the total eligible recycling costs for all participating communities is \$7,000,000. Municipality "Y" has 4,760 eligible households and the total number of eligible households for all participating communities is 200,000. Municipality "Y" is located ~~4.5~~3.8 miles away from the Joint MRF, earning a multiplier of 2 for its eligible household points. Municipality "Y" also provided additional services for all County residents earning an additional recycling services score of '2' and partnered on education and outreach with the County, earning an education and partnership score of '3'. The total number of additional service points for all participating communities is 14.5 and the total number for education and outreach partnership points is 20. In this illustration, the total dividend available to be divided is \$100,000. Accordingly, Municipality "Y" will receive the following: 1) 7.14% or \$3,570 for its 5-year average of total eligible recycling costs in proportion to the total eligible recycling costs for all participating communities; 2) 4.76% or \$1,666 for its eligible households in proportion to the total number of eligible households in all participating communities after factoring in the multiplier for proximity to the Joint MRF; 3) 13.79% or \$1,034 for additional recycling services; and 4) 15% or \$1,125 for education and outreach partnership opportunities. Therefore, Municipality "Y" total ~~divided~~dividend payment, after taking into account all of the aforementioned considerations, would amount to \$7,395.

### SECTION 3

#### TIPPING FEE CALCULATION

Tipping Fees will be charged to the Municipality and Municipality agrees to pay same when (1) the MRF Fund ~~balance~~Working Capital is below the floor identified in Section 1. The tipping fee calculation will be determined by the County based on the County's audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit according to the following formula:

$$\text{Fee} = \text{EH} * [(\text{F}-\text{B}) / \text{TH}]$$

Whereas:



- EH = Number of eligible households in a municipality, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the Municipality's January hauling invoice from the SWC or, if not available, according to the County's GIS system
- F=MRF ~~fund~~Fund Working Capital floor
- B=Balance of the MRF Fund Working Capital as defined by Section 3(a) of the Agreement and Exhibit A, Sec. 1
- TH = Total eligible households from all participating communities in the County's RU, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the municipalities' January invoices from the SWCs or, if not available, according to the County's GIS system.

## EXHIBIT B

### Collection Contract Compliance Items Related to Waukesha County's Municipal Recycling Dividend Program

The Contractor shall comply with the provisions below, which are required to maintain eligibility for payments from Waukesha County ("County") through an intergovernmental agreement (IGA) with [insert Municipality name] or Local Unit of Government ("LUG"). In case of conflict with other provisions of this Contract, this Exhibit shall prevail.

#### A. Recycling Container Provisions

1. Recycling Container Standards. All recycling containers shall be for single sort recycling and shall meet County standards for in-mold educational labeling, identifying recyclable and non-recyclable/hazardous materials. All containers shall have a 10-year warranty.
2. Distribution and Use of Recycling Containers. Contractor shall, by the dates specified in this Contract, distribute recycling containers to each household/unit served under this Contract. Contractor shall ensure these containers are only used for recycling. Contractor shall notify any non-complying household/unit at the time non-compliance is observed, and shall track and report a summary of non-compliance to the LUG monthly.
3. Distribution of Educational Materials. Contractor shall attach educational materials to the top of each recycling container upon delivery of the containers, as noted above. The educational materials will be provided to the Contractor by the County at no cost to the Contractor.
4. Contractor Report on Containers. Contractor shall provide the County an annual (calendar year) report by March 1 each year on the number and size(s) of recycling containers used within the LUG, including the number of households/units.

#### B. Direct Haul Provisions

1. Direct Haul. Contractor shall deliver all recyclable materials collected under this Contract to the Joint MRF at 1401 W. Mount Vernon Ave., Milwaukee, WI.
2. Delivery Protocol. Contractor shall coordinate delivery times with the City of Milwaukee and the Joint MRF operator (i.e., Republic Services) to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. For all recyclable deliveries to the Joint MRF, Contractor shall comply with the County Protocol, which is subject to periodic updates to meet the stated intent.
3. Record Keeping and Reports. Contractor shall keep records and provide all requested data and reports to the County as needed to administer the IGA and maintain compliance with applicable state or local codes, program rules, and the protocol for delivery of recyclables to the Joint MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days and times, and vehicles used to collect recyclables.
4. Alternate Processing. In the event the Joint MRF is unable to accept recyclables the Contractor shall deliver recyclable materials to an alternate location for a designated time, as directed by the County. [Note: Any additional transportation and processing costs will be covered by separate contract with the County or the Joint MRF operator.]

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 20.**

**DATE:** November 21, 2022

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Fund and Authorize the Purchase of an ATV for the Pewaukee Lake Patrol  
[Alderman Clark]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Village Memo Regarding ATV





**TO:** City of Pewaukee

**FROM:** Sergeant Lucas G. Twelmeyer

**REF:** Potential UTV Purchase

It is the Pewaukee Lake Patrol's intention to replace the current ATVs with 1 (one) UTV. The ATVs are well past their operational life expectancy, and the maintenance costs are no longer equitable for the respective agencies. As it stands the current ATVs have an estimated trade in value as detailed below:

Trade in Quote

- (Town of Delafield) Honda \$2,000.00
- (City of Pewaukee) Suzuki \$1,500.00
- (Village of Pewaukee) traded in 2015 for a payment of \$1,555.00 which was placed in Lake Patrol "Capital Account" for usage (see attached memos, meeting minutes, and budget statements). This action was in accordance with the Intergovernmental Cooperation Agreement between the Village of Pewaukee, City of Pewaukee, and the Town of Delafield regarding the Pewaukee Lake Water Safety Patrol Unit – Section P

The potential purchase is a Can-Am Defender XT HD9. This particular UTV is priced at \$19,913, with an anticipated upfit cost of \$2,000.

There are potentially two funding plans that could be utilized to achieve this purchase with equitability for the three member agencies:

| Option A                            | Option B                                                            |
|-------------------------------------|---------------------------------------------------------------------|
| UTV \$21,913.00                     | UTV \$21,913.00                                                     |
| Budget surplus (\$16,000.00)        | Budget surplus (\$14,445.00) (reduced by 2015 Village ATV trade-in) |
| Adjusted UTV cost \$5,913.00        | Adjusted UTV cost \$7,468.00                                        |
| City contribution (43%) \$2,542.59  | T/Delafield ATV trade-in (\$2,000.00 est.)                          |
| Town contribution (43%) \$2,542.59  | Adjusted UTV cost \$5,468.00                                        |
| Village contribution (14%) \$827.82 | C/Pewaukee ATV trade-in (\$1,500.00 est.)                           |
|                                     | Adjusted UTV cost \$3,968.00                                        |
|                                     | City contribution (43%) \$1,706.24                                  |
|                                     | Town contribution (43%) \$1,706.24                                  |
|                                     | Village contribution (14%) \$555.52                                 |



*Pewaukee  
Lake*

**POLICE**

While “Option B” provides for lower contributions by each municipality, one must account for the “Trade In” values for the City of Pewaukee and Town of Delafield ATVs are estimates at this time in comparison to the actual monetary contribution by the Village in 2015 for the benefit of all participating municipalities.

“Option A” has a slightly higher contribution amount by each municipality, but there is no unknown due to potential change in the “Trade In” payment. Any monies generated from current ATVs would be placed in Lake Patrol “Capital Account” for usage (past practice established by prior Lake Patrol Advisory Committee decisions/actions, and agreed to by prior respective community boards/councils in accordance with the Intergovernmental Cooperation Agreement).

Recommendation is to purchase UTV utilizing “Option A” at this time.

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 21.**

**DATE:** November 21, 2022

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Reappoint Members of the Joint Parks & Recreation Board [Mayor Bierce]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Approve the reappointment of Dave Linsmeier to the Parks & Recreation Board until January 1, 2024, Gary Majeskie to the Parks & Recreation Board until January 1, 2025 and Del Kaatz to the Parks & Recreation Board until January 1, 2026.

**ATTACHMENTS:**

Description

Parks & Recreation Board



| JOINT PARK & RECREATION BOARD | Original Appointment | Current Term |              |
|-------------------------------|----------------------|--------------|--------------|
|                               |                      | From         | To           |
| Majeskie, Gary                | 2/19/2018            | 5/20/2019    | 1/1/2022     |
| Kaatz, Del                    | 1/20/2003            | 7/20/2020    | 1/1/2023     |
| Linsmeier, Dave               | 4/3/2006             | 8/6/2018     | 1/1/2021     |
| Dziwulski, Brian - Alderman   | 7/17/2017            | 7/17/2017    | Indefinitely |
| Village Resident              |                      |              |              |
| Village Resident              |                      |              |              |
| Village Trustee               |                      |              |              |

*This Board was created by Ordinance 96-19 on 11/4/1996. The Board consists of (7) voting members and (2) non-voting ex-officio members. The breakdown of members is as follows: (1) Village Trustee, (2) Village citizens, (1) City Alderman, and (3) City residents. In addition the Administrators from the Village and City may attend meetings and take part in discussions. The terms are 3-years with appointments in January. Although no compensation was listed in the ordinance, citizen members are being paid \$20 for each meeting they attend.*