

Office of the Clerk/Treasurer

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

**COMMON COUNCIL
MEETING NOTICE AND AGENDA**

Monday, July 15, 2024

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 Common Council Meeting Minutes Dated June 17, 2024
 - 3.2. Approval of the Accounts Payable Listing Dated July 15, 2024
 4. Discussion and Possible Action Regarding Pewaukee Youth Baseball's Proposed Amendment to Their Existing Agreement with the City of Pewaukee [Phalin].
 5. Discussion and Possible Action Regarding the Keeping and Raising of Chickens on Lots Having an Area of Less Than Five Acres [Fuchs]
 6. **PUBLIC HEARING**, Discussion and Possible Action for a Comprehensive Master Plan Amendment to Change the Year 2050 Land Use/Transportation Plan Use Designation for the City of Pewaukee for Uzelac Industries, Inc. for Property Located at the Northwest Corner of Lindsay Road and Wilhar Road (PWC 0866-996-002 and PWC 0866-996-003) from Medium Density Residential (6,500 Sq. Ft. - 1/2 AC. / D.U.) to Manufacturing / Fabrication / Warehousing [Fuchs] - ***Requested Action: Table this item to August 5, 2024.***
 7. Discussion and Possible Action Regarding **Resolution 24-07-13** Revising the 2024 Fee Schedule Related to Swimming Pool Inspections [Fuchs]
 8. Discussion and Possible Action to Adopt **Resolution 24-07-14** and the Final Engineers Report for Meadowbrook Farms Phase 1 Road Rehabilitation [Wagner].
 9. Discussion and Possible Action Regarding Interstate Partners Ridgeview Apartments Developer's Agreement and Establish the Value of the Letter of Credit [Wagner].
 10. Discussion and possible action to adopt **Resolution 24-07-15** Emergency Declaration for Rehabilitation of Well #4 Wispark Shallow Well
 11. 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.

12. Adjournment

Kelly Tarczewski
Clerk/Treasurer

July 12, 2024

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: July 15, 2024

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Common Council Meeting Minutes Dated June 17, 2024

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

CC Minutes 6.17.2024

In Attendance:

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

Also in Attendance:

Attorney S. Riffle, Administrator S. Klein, DPW Director M. Wagner, Fire Chief K. Bierce, Assistant Chief M. Hoppe, and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance

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

2. Public Comment

Dan Teske (W244 N4512 Swan Road) stated a constant complaint by those that attend the meetings is that nobody can hear what the Council members are saying. He said the PA system doesn't work well. He requested that the Council members use the microphones more efficiently so people can hear, especially when there is a large crowd.

Mr. Teske stated he also has comments related to the recycling contract and will wait to give comments at that time.

3. **PUBLIC HEARING**, Discussion and Possible Action Regarding the Liquor License Requests and Agent Appointments for 2024 - 2025

Ms. Tarczewski stated there were no changes to the liquor license requests as, they were all renewals. She said the only thing she was waiting for was the report from the Building Inspection Department but didn't think there were any issues. She noted there were a few minor contingencies noted before the licenses should be released, such as having all the fees paid.

Mayor Bierce opened the Public Hearing. No one indicated an interest in speaking so it was immediately closed.

Ms. Brown asked about the notation under Steny's stating that their outdoor activity permit was pending, and the back field should be removed from their liquor license description. Ms. Tarczewski stated the Plan Commission discussed their Conditional Use Permit and established times for the volleyball court activities, but Steny's removed them. A representative from Steny's was present and stated the sand has been turned into gravel and they don't plan on having volleyball there. He said the poles and nets are down.

A motion was made and seconded (J. Wamser, P. Vetterkind) to approve the 2024 – 2025 liquor license requests and appointment of Agents. Motion Passed: 6-For, 0-Against.

4. Discussion and Possible Action to Extend the Existing Contract for Garbage and Recycling Collections with Johns Disposal

Ms. Wagner stated the contract with John's Disposal for garbage and recycling expires on December 31, 2024. She said usually Request for Proposals (RFP) are coordinated through Waukesha County for municipalities in the area, but they are running into issues with our Material Recycling Facility (MRF). She stated there was a fire at the facility over a year ago and they are still trying to get that back up and operational. In the meantime, they are doing a study to determine if they open up in the same location, build a different facility, or become a transfer station. The study should be done at the end of July, but it will be too late to put out an RFP and have a contract executed by the end of the year. Ms. Wagner stated the County requested that we reach out to our existing contractor and ask for a one-year extension. She stated John's Disposal supplied figures for a one-year extension which equates to an average increase of nine percent and a landfill increase of five percent. She noted the current contract cap increases at 2.5 percent, which is based off of various indexes. John's Disposal also proposed a five-year extension at an approximate 4.5 percent increase the first year and subsequent years would be at a four percent increase plus the annual 5 percent increase for the landfill. Ms. Wagner stated she discussed this quote with Waukesha County and they felt it was in line with what other communities are being quoted and is seen across the industry. Ms. Wagner stated overall we have had a positive relationship with Johns, and they quickly address complaints and didn't have any concerns over the service that they have provided thus far. She recommended the one-year extension so that the City could go out to bid to make sure it was getting the best prices. She stated if the Council decides to go with the five-year option, they should consider that future increases be based off the indices and not a blanket annual percentage rate. Ms. Wagner compared all the various figures.

Mayor Bierce stated the Public Works Committee discussed this and has recommended the one-year extension. He said nine percent is a large number and it is unfortunate that the City is being put in this position. He agreed that the City has had a good relationship with John's Disposal and have worked well with them. Mayor Bierce stated the City has made large concessions for them over the last couple years, such as supporting their natural gas garbage truck which eventually failed and giving them extra business by increasing the recyclable pick up every week. He said now that the City is in a bind they seem to be taking advantage of our situation by increasing fees to nine percent. He said he would support the one-year extension and see what the free market dictates after that. He said when the County goes out for an RFP, everyone seems to get a much better deal.

Mr. Tabbert asked if the other communities were only taking the one-year extension. Ms. Wagner said yes and added that some communities' contracts expire later than ours and don't need the buffer.

Ms. Brown concurred that John's Disposal always figures out a way to fix issues. She also said the City has grown from the initial start of the contract. She said the up-the-drive service for the elderly is a value. Ms. Brown said the increase was more than she expected and would support the one-year extension and doing an RFP.

Mr. Vetterkind asked if the City would be able to continue to provide the same services when the RFP is put out. Ms. Wagner stated yes, the City can pick and choose what services we want to provide.

Mr. Dziwulski stated he agrees with the Mayor and Ms. Brown.

Mr. Klein asked if the first year of the five-year contract was 4.5 percent. Ms. Wagner stated he was correct. He stated if the City goes with the one-year extension at nine percent, that wasn't going to go away, we would be building our next contract off of that.

Mr. Vetterkind stated the numbers in the next RFP might even be more.

There was additional discussion related to timelines of when the other municipalities would need to go for an RFP and where it would fit with the City's needs.

Nate Austin from John's Disposal was present. He stated he believes they are the largest hauler in Waukesha County. He said the nine percent increase is not intended to be a "gotcha" it is an attempt to correct their budget. He said the 2.65% increases over the decade have not kept up with their costs and inflations. He said due to the weekly recyclable collection trucking has gone up as well. He stated they have added dumpsters to the City at no additional cost. He said the biggest thing they have done for the City was providing no disruption in recycling processing. He said when the County's facility went down, they managed to handle all of the City's material. He asked the Council to consider that as well. He said the annual CPI rates are very volatile and wants the Council to know that could be a potential risk.

Ms. Brown stated garbage and recycling services are a direct pass through to the residents that receive the services. She asked Ms. Wagner if she knew how the 2.65 percent increase over the years has benefited the City. Ms. Wagner stated several years it did hit the cap and some years were under the cap. She said she is aware of at least two times the Council approved paying John's Disposal over the cap. She said last year when the City went to weekly recycling the City did recapture some of those costs.

Ms. Wagner stated she'd also like to clarify a point made by Mr. Austin. She stated the County is responsible for the MRF and the operations. She said yes, John's Disposal is the distributor who is taking the recyclables. She said it was probably more convenient since their trucks go back to that site anyway.

Mr. Teske stated he received notification that he was not recycling properly so he reached out to them to get a better understanding of what is acceptable or not. He stated he sees other residents in the community committing the same mistakes as he did. He said his research indicates that 25 percent of recycling contains contaminates. He asked why people were allowed to recycle incorrectly if recycling was so important. Mr. Teske stated it takes him four weeks to fill his recycling container. He said he doesn't feel picking them up every week is cost effective and should go back to every two weeks. He said he'd like to see an audit done on recycling, educate the community on how to recycle properly, and refuse to pick up recycling if they are not disposed of correctly.

Mr. Klein spoke up again regarding the costs of the different contract costs and what the City would be spending.

A motion was made and seconded (C. Brown, P. Vetterkind) to extend the contract with John's Disposal for five years capping the increase at 4.5 percent the first year and four percent the subsequent years and capping the recycling at five percent. Motion Passed 6-For, 0-Against.

5. Discussion and Possible Action to Allow Payne & Dolan Temporary Access to and Use of the Silvermail Property

There was no discussion related to this item.

6. Discussion and Possible Action Regarding the Accounts Payable Listing Dated June 17, 2024

There was not discussion related to this item. **A motion was made and seconded (C. Brown, B. Dziwulski) to approve the June 17, 2024 Accounts Payable Listing.** Motion Passed: 6-For, 0-Against.

7. Discussion and Possible Action to Establish the 2024 Trick-or-Treat Date

Mayor Bierce stated the past couple of years the City has been doing Trick-or-Treat on the Saturday prior to Halloween. He said this year it falls on October 26th.

A motion was made and seconded (J. Wamser, P. Vetterkind) to set the 2024 Trick-or-Treat hours to Saturday, October 26th between the hours of 4:00-7:00 p.m. Motion Passed: 6-for-0-Against.

8. Public Comment - None.

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

- §19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically related to a contract with the Village of Lisbon to Provide Fire and Emergency Medical Services.

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

A motion was made and seconded (B. Dziwulski, C. Brown) to go into closed session at 7:03 p.m. Motion Passed: 6-For, 0-Against via roll call vote.

A motion was made and seconded (B. Dziwulski, C. Brown) to go back into open session at 7:55 p.m. Motion Passed: 6-For, 0-Against.

A motion was made and seconded (R. Reinbold, S. Tabbert) to approve the Fire and Emergency Medical Services Contract with the Village of Lisbon as written. Motion Passed: 6-For, 0-Against.

10. Adjournment

A motion was made and seconded (R. Reinbold, C. Brown) to adjourn the meeting at 7:56 p.m. Motion Passed: 6-For, 0-Against.

Respectfully Submitted,

Kelly Tarczewski
Clerk/Treasurer

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

DATE: July 15, 2024

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of the Accounts Payable Listing Dated July 15, 2024

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

A/P 7.15.2024

07/12/2024 08:53 AM
User: FIORENTINO
DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 06/14/2024 - 07/12/2024

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
06/14/2024	100	1565 (E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	21590	00000	1,549.41
06/17/2024	100	1566 (E)	DELTA DENTAL	DENTAL CLEARING	21903	00000	1,094.10
06/21/2024	100	141299	1ST AYD	FIRE ADMINISTRATION - OPERATING	53400	52210	709.70
06/21/2024	100	141300	AIRGAS USA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	291.39
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	205.18
				CHECK 100 141300 TOTAL FOR FUND 100:			496.57
06/21/2024	100	141302	ANDREAS RED ROOSTER	AMUSEMENT LICENSES	44123	00000	20.00
06/21/2024	100	141303*#	AT&T MOBILITY	ADMINISTRATOR - TELEPHONE & CELL	52260	51410	33.49
				CLERK/TREASURER - TELEPHONE & CELL	52260	51420	33.49
				EMPLOYEE SERVICES - PHONE & CELL	52260	51430	43.27
				IT - PHONE & CELL	52260	51450	81.80
				IT - NEW EQUIPMENT	53950	51450	33.49
				FIRE ADMINISTRATION - PHONE & CELL	52260	52210	133.96
				BUILDING SERVICES - PHONE & CELL	52260	52400	153.52
				HIGHWAY - PHONE & CELL	52260	53100	38.37
				HIGHWAY - NEW EQUIPMENT	53950	53100	134.64
				ENGINEERING - PHONE & CELL	52260	53110	62.52
				PARKS - TELEPHONE & INTERNET	52260	55200	86.54
				RECREATION PROGRAM - PHONE & CELL	52260	55300	182.51
				CHECK 100 141303 TOTAL FOR FUND 100:			1,017.60
06/21/2024	100	141304	CARLIN SALES CORPORATION	PARKS - GROUNDS MAINTENANCE	52420	55200	783.09
06/21/2024	100	141305	DIVERSIFIED BENEFIT SERVICES, INC.	INSURANCE CONSULTANT	52150	51930	209.30
06/21/2024	100	141306	FIRE SERVICE INC	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	389.19
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	4,329.65
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	1,126.65
				CHECK 100 141306 TOTAL FOR FUND 100:			5,845.49
06/21/2024	100	141307	GALLS	FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	93.99
06/21/2024	100	141308	GENERAL PARTS	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	293.45
06/21/2024	100	141309	GRAINGER	PARKS - GROUNDS MAINTENANCE	52420	55200	119.40
06/21/2024	100	141310	HURD, AMI	CLERK/TREASURER - MILEAGE	53300	51420	19.43
06/21/2024	100	141311	IS OUTFITTERS	IT - OTHER PROFESSIONAL SERVICES	52190	51450	580.00
				IT - OTHER PROFESSIONAL SERVICES	52190	51450	405.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				CHECK 100 141311 TOTAL FOR FUND 100:			985.00
06/21/2024	100	141313	KWIK TRIP INC.	FIRE PROTECTIVE SERVICES - FUEL	53420	52230	5,305.75
06/21/2024	100	141314	LIFE-ASSIST INC	FIRE PROTECTIVE SERVICES - EMS	53450	52230	627.13
06/21/2024	100	141315	LINDSEY LUDTKE	COURT PENALTIES	45110	00000	10.00
06/21/2024	100	141316	MATRIX TRUST COMPANY	DEFERRED COMPENSATION	21570	00000	50.00
06/21/2024	100	141317#	MENARDS	POLICE - COMMUNITY PROGRAM	52180	52100	90.68
				FIRE ADMINISTRATION - OPERATING	53400	52210	31.28
				FIRE ADMINISTRATION - OPERATING	53400	52210	93.66
				HIGHWAY - OPERATING SUPPLIES	53400	53100	0.30
				CHECK 100 141317 TOTAL FOR FUND 100:			215.92
06/21/2024	100	141318	NATIONWIDE RETIREMENT SOLUTIONS	DEFERRED COMPENSATION	21570	00000	2,369.00
06/21/2024	100	141319#	ODP BUSINESS SOLUTIONS LLC	CLERK/TREASURER - OPERATING SUPPLIES	53400	51420	89.20
				CITY HALL - JANITORIAL SUPPLIES	52400	51600	127.47
				CHECK 100 141319 TOTAL FOR FUND 100:			216.67
06/21/2024	100	141320	PROHEALTH PHARMACY WAUKESHA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	82.14
06/21/2024	100	141323	RESCUE READY RESOURCES LLC	RECREATION PROGRAM - CONTRACTED	52190	55300	368.00
06/21/2024	100	141324	STACI JOERS	RECREATION PROGRAM - CONTRACTED	52190	55300	520.00
06/21/2024	100	141326	THE SHERWIN WILLIAMS CO	PARKS - GROUNDS MAINTENANCE	52420	55200	485.00
06/21/2024	100	141327	THE VICTORY COMPANIES INC	BEB23-0014	23173	00000	2,000.00
06/21/2024	100	141328	TOTAL TOOL	PARKS - SAFETY EQUIPMENT	53480	55200	75.35
				PARKS - SAFETY EQUIPMENT	53480	55200	206.40
				PARKS - NEW EQUIPMENT	53950	55200	321.87
				CHECK 100 141328 TOTAL FOR FUND 100:			603.62
06/21/2024	100	141329	UNIFIRST CORP	FIRE ADMINISTRATION - OPERATING	53400	52210	98.09
06/21/2024	100	141330#	WAUKESHA CO TREASURER	POLICE - CONTRACT FOR SERVICES	52160	52100	284,741.34
				FIRE ADMINISTRATION - TRUNKED RADIO	52450	52210	5,836.97
				COURT - PRISONER HOUSING	52920	52700	21.51
				CHECK 100 141330 TOTAL FOR FUND 100:			290,599.82
06/21/2024	100	141331	WAUKESHA COUNTY EMERGENCY	FIRE ADMINISTRATION - OPERATING	53400	52210	2.20

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CHECK DISBURSEMENT REPORT FOR PEWAUKEE
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
06/21/2024	100	141332	WI ASSOCIATION OF ASSESSING	ASSESSOR - DUES, MEMBERSHIPS &	53200	51530	180.00
06/21/2024	100	1568 (E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	21590	00000	471.79
06/24/2024	100	1569 (E)	DELTA DENTAL	DENTAL CLEARING	21903	00000	2,200.51
06/28/2024	100	1570 (E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	21590	00000	803.81
06/28/2024	100	1571 (E)	WISCONSIN RETIREMENT SYSTEM	WRS GENERAL EMPLOYEES	21520	00000	59,758.38
				WRS FIRE EMPLOYEES	21522	00000	93,270.78
				WRS VOLUNTARY CONTRIBUTIONS	21523	00000	372.79
				CHECK 100 1571(E) TOTAL FOR FUND 100:			153,401.95
07/01/2024	100	1562 (E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND			** VOIDED **
07/01/2024	100	1567 (E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND			** VOIDED **
07/01/2024	100	1572 (E)	DELTA DENTAL	DENTAL CLEARING	21903	00000	2,595.58
07/02/2024	100	141333*#	A&M CLEANING SOLUTIONS	HIGHWAY - CONTRACTED JANITORIAL	52400	53100	906.66
07/02/2024	100	141334	ABIGAIL BURKE	RECREATION PROGRAM - TRAINING	52980	55300	10.00
07/02/2024	100	141336	AHYAN SHARWANI	RECREATION PROGRAM - TRAINING	52980	55300	10.00
07/02/2024	100	141337	ALAYNA APARICO	RECREATION PROGRAM - TRAINING	52980	55300	10.00
07/02/2024	100	141338	ALEXANDER MARIANI	RECREATION PROGRAM - CONTRACTED	52190	55300	925.00
07/02/2024	100	141339*#	ALL-WAYS CONTRACTORS, INC	HIGHWAY - ROAD REPAIRS	53730	53100	54.00
07/02/2024	100	141340	ANDREW SEMRAD	RECREATION PROGRAM - TRAINING	52980	55300	10.00
07/02/2024	100	141341*#	AT&T MOBILITY	FIRE ADMINISTRATION - PHONE & CELL	52260	52210	806.19
07/02/2024	100	141342	BATTERY SYSTEMS	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	47.47
07/02/2024	100	141343	BIEBEL'S TRUE VALUE AND JUST ASK	HIGHWAY - OPERATING SUPPLIES	53400	53100	59.85
				HIGHWAY - OPERATING SUPPLIES	53400	53100	95.97
				CHECK 100 141343 TOTAL FOR FUND 100:			155.82
07/02/2024	100	141344	BRAHM ENTERPRISES LLC	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	472.03
07/02/2024	100	141345	BRAYDEN & AMY MODJESKA	REAL ESTATE TAXES RECEIVABLE	12100	00000	3,047.66

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CHECK DISBURSEMENT REPORT FOR PEWAUKEE
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
07/02/2024	100	141346*#	BREDAN MECHANICAL SYSTEMS INC	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	4,105.00
				HIGHWAY - BLDG REPAIRS & MAINT	52410	53100	2,334.66
				CHECK 100 141346 TOTAL FOR FUND 100:			6,439.66
07/02/2024	100	141347	BRIAN LEIGHTNER	HIGHWAY - SAFETY EQUIPMENT	53480	53100	226.01
07/02/2024	100	141348	BUMPER TO BUMPER	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	29.93
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	147.86
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	45.54
				CHECK 100 141348 TOTAL FOR FUND 100:			223.33
07/02/2024	100	141350	CATHERINE KUCHARSKI	RECREATION PROGRAM - TRAINING	52980	55300	10.00
07/02/2024	100	141351	CINTAS	HIGHWAY - OPERATING SUPPLIES	53400	53100	91.92
07/02/2024	100	141353	CONWAY SHIELD	FIRE PROTECTIVE SERVICES - NEW	53950	52230	176.00
07/02/2024	100	141355	COREY OIL	HIGHWAY - FUEL	53420	53100	1,489.84
				HIGHWAY - FUEL	53420	53100	1,287.85
				CHECK 100 141355 TOTAL FOR FUND 100:			2,777.69
07/02/2024	100	141356	DAN PLAUTZ CLEANING SERVICE	CITY HALL - JANITORIAL SUPPLIES	52400	51600	2,873.00
07/02/2024	100	141357	DIAMOND VOGEL	HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	2,054.96
07/02/2024	100	141358	EAGLE ENGRAVING	FIRE ADMINISTRATION - OPERATING	53400	52210	311.00
07/02/2024	100	141359	ELEVITY GORDON FLESCH CO INC	IT - SOFTWARE MAINTENANCE & UPDATES	52480	51450	6.00
07/02/2024	100	141360	EMILY REIS	RECREATION PROGRAM - TRAINING	52980	55300	10.00
07/02/2024	100	141361	EWALD AUTOMOTIVE GROUP	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	89.95
07/02/2024	100	141362	FARINA TREE CARE	PARKS - GROUNDS MAINTENANCE	52420	55200	470.00
07/02/2024	100	141363*#	FERGUSON WATERWORKS #1476	HIGHWAY - GROUNDS MAINTENANCE	52420	53100	478.84
07/02/2024	100	141364	FIRE SERVICE INC	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	930.10
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	500.00
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	2,895.44
				CHECK 100 141364 TOTAL FOR FUND 100:			4,325.54
07/02/2024	100	141365	FRIENDS OF THE PARKS OF PEWAUKEE	FIREWORKS	53400	55470	10,000.00
07/02/2024	100	141367	Halen Homes LLC	BOB23-0041	23175	00000	500.00
07/02/2024	100	141369	HEARTLAND BUSINESS SYSTEMS	IT - SOFTWARE MAINTENANCE & UPDATES	52480	51450	23.00

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Fund: 100 GENERAL FUND							
07/02/2024	100	141370	HECKEL DANCE LLC	RECREATION PROGRAM - CONTRACTED	52190	55300	480.00
07/02/2024	100	141371	HEIN ELECTRIC SUPPLY	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	3.79
07/02/2024	100	141372	HOPKINS SPORTS CAMPS	RECREATION PROGRAM - CONTRACTED	52190	55300	1,579.00
07/02/2024	100	141374	IMEG CORP	ENGINEERING - OUTSIDE ENGINEERING	52190	53110	1,200.00
07/02/2024	100	141375	JACOB UNGER	PARKS - SAFETY EQUIPMENT	53480	55200	80.00
07/02/2024	100	141376	JOHNSON'S NURSERY	SERVICE FEES	52900	53635	1,266.00
				SERVICE FEES	52900	53635	1,000.00
				CHECK 100 141376 TOTAL FOR FUND 100:			2,266.00
07/02/2024	100	141377	JOSIAH LEMMENES	PARKS - SAFETY EQUIPMENT	53480	55200	57.73
07/02/2024	100	141378	KETTLE MORaine PEST CONTROL	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	120.00
07/02/2024	100	141379	KEVIN & LAURI ECKMANN	BEB23-0015	23173	00000	2,000.00
07/02/2024	100	141380	Korndoerfer Homes	BOB23-0049	23175	00000	500.00
07/02/2024	100	141381	LANNON STONE PRODUCTS	HIGHWAY - GROUNDS MAINTENANCE	52420	53100	392.44
07/02/2024	100	141382	LEAH NOVAK	RECREATION PROGRAM - TRAINING	52980	55300	10.00
07/02/2024	100	141383	LF GEORGE INC	HIGHWAY - EQUIPMENT RENTAL	55310	53100	950.00
07/02/2024	100	141384	LIFE-ASSIST INC	FIRE PROTECTIVE SERVICES - EMS	53450	52230	39.80
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	454.37
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	574.11
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	250.03
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	139.00
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	522.02
				CHECK 100 141384 TOTAL FOR FUND 100:			1,979.33
07/02/2024	100	141385*#	LITHO-CRAFT	ENGINEERING - OPERATING SUPPLIES	53400	53110	55.00
07/02/2024	100	141386	MAURA PETERSON	RECREATION PROGRAM - TRAINING	52980	55300	10.00
07/02/2024	100	141387*#	MENARDS	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	79.99
				CITY HALL - GROUNDS MAINTENANCE	52420	51600	26.30
				FIRE ADMINISTRATION - OPERATING	53400	52210	176.16
				FIRE ADMINISTRATION - OPERATING	53400	52210	279.52
				CHECK 100 141387 TOTAL FOR FUND 100:			561.97

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Fund: 100 GENERAL FUND							
07/02/2024	100	141389	NICK PHALIN	RECREATION PROGRAM - MILEAGE	53300	55300	75.04
07/02/2024	100	141390	ODP BUSINESS SOLUTIONS LLC	CLERK/TREASURER - OPERATING SUPPLIES	53400	51420	31.80
07/02/2024	100	141391	OLIVIA LEHNEN	RECREATION PROGRAM - TRAINING	52980	55300	10.00
07/02/2024	100	141394	POMP'S TIRE SERVICE, INC.	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	747.09
07/02/2024	100	141396	PREMIUM WATERS, INC	PARKS - OPERATING SUPPLIES	53400	55200	49.49
07/02/2024	100	141400	Richard Siladi	BEB22-0008	23173	00000	2,000.00
07/02/2024	100	141401*#	RUEKERT & MIELKE, INC.	ENGINEERING - OUTSIDE ENGINEERING	52190	53110	1,500.00
07/02/2024	100	141402	RUSS'S MULCH & TOPSOIL	PARKS - GROUNDS MAINTENANCE	52420	55200	175.00
07/02/2024	100	141405	SOERENS FORD	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	163.82
07/02/2024	100	141406	ST. BARTHOLOMEW'S EPISCOPAL CHURCH	RECREATION PROGRAM - PROGRAM EXPENSES	53430	55300	275.00
07/02/2024	100	141409	THE REACT CENTER	FIRE PROTECTIVE SERVICES - OPERATING	53400	52230	2,010.00
07/02/2024	100	141410*#	THE UPS STORE	FIRE ADMINISTRATION - OPERATING	53400	52210	36.62
				FIRE ADMINISTRATION - OPERATING	53400	52210	20.85
				FIRE ADMINISTRATION - OPERATING	53400	52210	22.99
				ENGINEERING - OPERATING SUPPLIES	53400	53110	55.16
				CHECK 100 141410 TOTAL FOR FUND 100:			135.62
07/02/2024	100	141411	ULINE	FIRE ADMINISTRATION - NEW EQUIPMENT	53950	52210	822.14
07/02/2024	100	141412	UNIFIRST CORP	FIRE ADMINISTRATION - OPERATING	53400	52210	98.09
07/02/2024	100	141414*#	VESTIS	HIGHWAY - CONTRACTED JANITORIAL	52400	53100	39.78
				HIGHWAY - UNIFORMS	53410	53100	97.32
				HIGHWAY - UNIFORMS	53410	53100	97.90
				CHECK 100 141414 TOTAL FOR FUND 100:			235.00
07/02/2024	100	141415	WASTE MANAGEMENT	SERVICE FEES	52900	53635	3,702.12
				SERVICE FEES	52900	53635	1,860.80
				SERVICE FEES	52900	53635	3,153.06
				SERVICE FEES	52900	53635	3,213.05
				CHECK 100 141415 TOTAL FOR FUND 100:			11,929.03
07/02/2024	100	141418	WPRA	RECREATION PROGRAM - TRAINING	52980	55300	50.00
07/02/2024	100	16(S)*#	BUMPER TO BUMPER	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	86.39

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Fund: 100 GENERAL FUND							
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	42.82
				DR TO OFFSET CHK RECEIPT	52430	53100	13.67
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	(5.00)
				CR INV 06170318077	52430	53100	(86.39)
				CR INV 06170320058	52430	53100	(42.82)
				CR INV 27008-X	52430	53100	(13.67)
				CHECK 100 16(S) TOTAL FOR FUND 100:			(5.00)
07/08/2024	100	1573 (E)	DELTA DENTAL	DENTAL CLEARING	21903	00000	563.67
07/10/2024	100	17 (S)	BUMPER TO BUMPER HARTLAND	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	167.76
				CREDIT FROM B2B PAYMENT 4-17-24	52430	53100	(167.76)
				CHECK 100 17(S) TOTAL FOR FUND 100:			0.00
07/12/2024	100	141422	ACTION TERRITORY	RECREATION PROGRAM - FIELD TRIPS	53460	55300	5,205.52
07/12/2024	100	141423	ADVANCE NAME PLATE & BADGE	PARKS - COMMISSIONER FEES	51410	55200	14.93
07/12/2024	100	141425	AIR ONE EQUIPMENT	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	840.00
07/12/2024	100	141426	AIRGAS USA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	125.63
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	316.29
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	200.62
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	284.55
				CHECK 100 141426 TOTAL FOR FUND 100:			927.09
07/12/2024	100	141427	ALEX MLACHNIK	SHARP SHOOTER DEER MANAGEMENT	52990	54155	900.00
07/12/2024	100	141429	AMY WHITE	RECREATION PROGRAM - MILEAGE	53300	55300	123.28
07/12/2024	100	141430	AVANT GRAPHICS	POLICE - COMMUNITY PROGRAM	52180	52100	2,645.00
07/12/2024	100	141431*#	BAKER TILLY US LLP	AUDIT SERVICES	52120	51510	578.00
				AUDIT SERVICES	52120	51510	853.00
				CHECK 100 141431 TOTAL FOR FUND 100:			1,431.00
07/12/2024	100	141432	BATTERIES PLUS LLC	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	220.18
07/12/2024	100	141433	BATZNER PEST CONTROL	PARKS - BUILDING REPAIRS & MAINT	52410	55200	81.29
07/12/2024	100	141434	Bielinski Homes	BOB23-0048	23175	00000	500.00
07/12/2024	100	141435	BLAIR FIRE PROTECTION	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	495.00
				FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	545.00

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Fund: 100 GENERAL FUND				CHECK 100 141435 TOTAL FOR FUND 100:			1,040.00
07/12/2024	100	141437*#	BUMPER TO BUMPER	PARKS - VEHICLE REPAIR & MAINT	52440	55200	15.59
07/12/2024	100	141438	CHARLIE DWYER	BUILDING SERVICES - MILEAGE & FUEL	53300	52400	253.26
07/12/2024	100	141441#	COMPLEX SECURITY SOLUTIONS INC	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	140.00
				PARKS - OPERATING SUPPLIES	53400	55200	140.00
				CHECK 100 141441 TOTAL FOR FUND 100:			280.00
07/12/2024	100	141442*#	CONLEY MEDIA	CLERK/TREASURER - NOTICES &	53470	51420	128.99
				ELECTIONS - NOTICES & PUBLICATIONS	53470	51440	130.99
				PLANNER - NOTICES & PUBLICAT	53470	56300	55.60
				CHECK 100 141442 TOTAL FOR FUND 100:			315.58
07/12/2024	100	141443	COOKING WITH MOORE	RECREATION PROGRAM - CONTRACTED	52190	55300	252.00
07/12/2024	100	141444	COUNTY WIDE EXTINGUISHER, INC	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	265.20
				FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	235.20
				CHECK 100 141444 TOTAL FOR FUND 100:			500.40
07/12/2024	100	141445	CUMMINS SALES & SERVICE	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,130.68
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	447.62
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,139.32
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,231.05
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,389.24
				CHECK 100 141445 TOTAL FOR FUND 100:			5,337.91
07/12/2024	100	141447	DIVERSIFIED BENEFIT SERVICES, INC.	INSURANCE CONSULTANT	52150	51930	354.20
07/12/2024	100	141449	ELEVITY GORDON FLESCH CO INC	IT - SOFTWARE MAINTENANCE & UPDATES	52480	51450	4,679.80
07/12/2024	100	141450	ENTRANCE SYS	CITY HALL - GROUNDS MAINTENANCE	52420	51600	400.00
07/12/2024	100	141451	ENVIRONMENTAL SYSTEMS	IT - SOFTWARE MAINTENANCE & UPDATES	52480	51450	16,100.00
07/12/2024	100	141453	FIRE RESCUE SUPPLY LLC	FIRE PROTECTIVE SERVICES - OPERATING	53400	52230	2,590.00
07/12/2024	100	141454*#	FORWARD TS	COURT - OPERATING SUPPLIES	53400	51200	13.42
				CLERK/TREASURER - EQUIP REPAIR & MAINT	52430	51420	171.90
				POLICE - OPERATING SUPPLIES	53400	52100	13.42
				FIRE ADMINISTRATION - OPERATING	53400	52210	39.99

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Fund: 100 GENERAL FUND				ENGINEERING - OPERATING SUPPLIES	53400	53110	71.20
				CHECK 100 141454 TOTAL FOR FUND 100:			309.93
07/12/2024	100	141455	FRIENDS OF THE PARKS OF PEWAUKEE	MISCELLANEOUS REVENUES	48900	00000	1,000.00
07/12/2024	100	141456	GALLS	FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	189.38
07/12/2024	100	141457	GORDON MERZ	RECREATION PROGRAM - CONTRACTED	52190	55300	500.00
07/12/2024	100	141459	Halen Homes	BEB23-0002	23173	00000	2,000.00
07/12/2024	100	141460	Halen Homes	BEB23-0003	23173	00000	2,000.00
07/12/2024	100	141461	Halen Homes	BEB23-0005	23173	00000	2,000.00
07/12/2024	100	141462	Halen Homes LLC	BOB23-0040	23175	00000	500.00
07/12/2024	100	141463	Halen Homes LLC	BEB23-0021	23173	00000	2,000.00
07/12/2024	100	141464	Halen Homes LLC	BEB23-0022	23173	00000	2,000.00
07/12/2024	100	141465	Halen Homes LLC	BEB23-0023	23173	00000	2,000.00
07/12/2024	100	141466	Halen Homes LLC	BEB23-0024	23173	00000	2,000.00
07/12/2024	100	141468	HORNER PLUMBING CO., INC.	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	43.29
07/12/2024	100	141470	IS OUTFITTERS	IT - OTHER PROFESSIONAL SERVICES	52190	51450	580.00
07/12/2024	100	141471	JAMES IMAGING SYSTEMS	IT - SOFTWARE MAINTENANCE & UPDATES	52480	51450	65.00
07/12/2024	100	141472	JOHNS DISPOSAL SERVICE	RECYCLE - GARBAGE COLLECTION	52800	53620	69,828.75
07/12/2024	100	141473	KASKEY, MONICA	RECREATION PROGRAM - MILEAGE	53300	55300	77.39
07/12/2024	100	141474	KELLY TARCZEWSKI	CLERK/TREASURER - MILEAGE	53300	51420	24.79
07/12/2024	100	141475	LAKE COUNTRY INSPECTIONS, LLC	BUILDING SERVICES - WAGES	51100	52400	665.00
07/12/2024	100	141477	LAKELAND SUPPLY, INC.	PARKS - BUILDING REPAIRS & MAINT	52410	55200	465.38
07/12/2024	100	141478	LAUTERBACH & AMEN, LLP	CLERK/TREASURER - OTHER ACCOUNTING	52130	51420	14,500.00
07/12/2024	100	141479	LIFE-ASSIST INC	FIRE PROTECTIVE SERVICES - EMS	53450	52230	1,153.75
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	130.00
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	831.37
				CHECK 100 141479 TOTAL FOR FUND 100:			2,115.12
07/12/2024	100	141481	MATRIX TRUST COMPANY	DEFERRED COMPENSATION	21570	00000	50.00
				DEFERRED COMPENSATION	21570	00000	50.00
				CHECK 100 141481 TOTAL FOR FUND 100:			100.00

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Fund: 100 GENERAL FUND							
07/12/2024	100	141483*#	MENARDS	FIRE ADMINISTRATION - OPERATING	53400	52210	49.99
				FIRE ADMINISTRATION - OPERATING	53400	52210	10.29
				FIRE ADMINISTRATION - OPERATING	53400	52210	18.99
				FIRE ADMINISTRATION - OPERATING	53400	52210	13.98
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	15.94
				PARKS - GROUNDS MAINTENANCE	52420	55200	57.96
				PARKS - EQUIP REPAIR & MAINT	52430	55200	37.39
				PARKS - OPERATING SUPPLIES	53400	55200	25.96
				PARKS - NEW EQUIPMENT	53950	55200	69.98
				CHECK 100 141483 TOTAL FOR FUND 100:			300.48
07/12/2024	100	141485*#	MUNICIPAL LAW & LITIGATION GROUP	GENERAL AFFAIRS ATTORNEY	52100	51300	3,550.00
				ASSESSOR - ATTORNEY	52100	51530	1,443.00
				BOARD OF REVIEW - ATTORNEY	52100	51535	1,767.00
				POLICE - ATTORNEY	52100	52100	3,220.00
				FIRE ADMINISTRATION - ATTORNEY	52100	52210	2,417.80
				PARKS - ATTORNEY	52100	55200	678.60
				PLANNER - ATTORNEY	52100	56300	1,499.00
				CHECK 100 141485 TOTAL FOR FUND 100:			14,575.40
07/12/2024	100	141486	NAPA	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	13.99
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	83.94
				CHECK 100 141486 TOTAL FOR FUND 100:			97.93
07/12/2024	100	141487	NATIONWIDE RETIREMENT SOLUTIONS	DEFERRED COMPENSATION	21570	00000	2,369.00
				DEFERRED COMPENSATION	21570	00000	2,369.00
				CHECK 100 141487 TOTAL FOR FUND 100:			4,738.00
07/12/2024	100	141491	PORT-A-JOHN	PARKS - BUILDING REPAIRS & MAINT	52410	55200	149.00
07/12/2024	100	141492	PREMIUM WATERS, INC	PARKS - OPERATING SUPPLIES	53400	55200	79.99
07/12/2024	100	141493	PROHEALTH PHARMACY WAUKESHA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	106.80
07/12/2024	100	141494*#	QUADIENT FINANCE USA, INC	PREPAID EXPENSES	16200	00000	230.19
				ASSESSOR - POSTAGE	53110	51530	32.64
				CITY HALL - POSTAGE	53110	51600	1,641.64
				RECREATION PROGRAM - POSTAGE	53110	55300	1.92
				CHECK 100 141494 TOTAL FOR FUND 100:			1,906.39

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Fund: 100 GENERAL FUND							
07/12/2024	100	141495	R&R INSURANCE SERVICES	WORKER'S COMPENSATION	55110	51930	19,292.00
				PROPERTY & LIABILITY	55120	51930	30,444.50
				CHECK 100 141495 TOTAL FOR FUND 100:			49,736.50
07/12/2024	100	141496	ROBERT KEWAN	IT - MILEAGE	53300	51450	169.85
07/12/2024	100	141497	RUSS'S MULCH & TOPSOIL	PARKS - GROUNDS MAINTENANCE	52420	55200	280.00
07/12/2024	100	141498	SCHWAAB, INC	CLERK/TREASURER - OPERATING SUPPLIES	53400	51420	61.48
07/12/2024	100	141499	SOFT WATER, INC.	FIRE ADMINISTRATION - OPERATING	53400	52210	60.00
				FIRE ADMINISTRATION - OPERATING	53400	52210	10.00
				FIRE ADMINISTRATION - OPERATING	53400	52210	30.00
				CHECK 100 141499 TOTAL FOR FUND 100:			100.00
07/12/2024	100	141500	STATE OF WI COURT FINES & ASSMTS	COURT PENALTIES	45110	00000	4,253.13
07/12/2024	100	141501	STRYKER SALES CORPORATION	FIRE PROTECTIVE SERVICES - EMS	53450	52230	145.08
07/12/2024	100	141502	SUNBURST APPAREL	RECREATION PROGRAM - PROGRAM EXPENSES	53430	55300	110.10
07/12/2024	100	141504	UNIVERSITY OF ILLINOIS	FIRE PROTECTIVE SERVICES - TRAINING	52980	52230	50.00
07/12/2024	100	141506	USPS	RECREATION PROGRAM - POSTAGE	53110	55300	2,848.98
07/12/2024	100	141507	VERIZON	FIRE ADMINISTRATION - PHONE & CELL	52260	52210	1.33
07/12/2024	100	141508#	VILLAGE OF PEWAUKEE	BUILDING SERVICES DUE TO VILLAGE	24400	00000	8,117.51
				CONTRACTED BUILDING INSPECTION	47380	00000	(1,273.45)
				LIBRARY - OPERATING SUPPLIES	53400	55110	74,722.91
				CHECK 100 141508 TOTAL FOR FUND 100:			81,566.97
07/12/2024	100	141510	WAUKESHA CO TECHNICAL COLLEGE	FIRE PROTECTIVE SERVICES - TRAINING	52980	52230	3.08
07/12/2024	100	141511	WAUKESHA CO TREASURER	COURT PENALTIES	45110	00000	1,595.80
				Total for fund 100 GENERAL FUND			859,943.64

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Fund: 230 STORM WATER MANAGEMENT							
06/21/2024	100	141303*#	AT&T MOBILITY	TELEPHONE & CELL	52260	53650	144.21
				NEW EQUIPMENT	53950	53650	66.30
				CHECK 100 141303 TOTAL FOR FUND 230:			210.51
07/02/2024	100	141333*#	A&M CLEANING SOLUTIONS	CONTRACTED JANITORIAL	52400	53650	453.34
07/02/2024	100	141335	AECOM TECHNICAL SERVICES, INC	PROJECTS - CITY STORM WATER STUDY	58210	57340	35,161.74
07/02/2024	100	141339*#	ALL-WAYS CONTRACTORS, INC	DITCH & CULVERT MAINT - CULVERT	53510	53652	72.00
				CATCH BASIN MAINT - CATCH BASIN	53510	53655	108.00
				CHECK 100 141339 TOTAL FOR FUND 230:			180.00
07/02/2024	100	141346*#	BREDAN MECHANICAL SYSTEMS INC	BUILDING REPAIRS & MAINT	52410	53650	1,167.34
07/02/2024	100	141385*#	LITHO-CRAFT	OPERATING SUPPLIES	53400	53650	55.00
07/02/2024	100	141392	PAYNE & DOLAN	GROUNDS MAINTENANCE	52420	53650	153.64
07/02/2024	100	141399	REINDERS, INC.	DITCH & CULVERT MAINT - CULVERT	53510	53652	85.25
				DITCH & CULVERT MAINT - CULVERT	53510	53652	185.00
				CHECK 100 141399 TOTAL FOR FUND 230:			270.25
07/02/2024	100	141401*#	RUEKERT & MIELKE, INC.	OUTSIDE ENGINEERING	52190	53650	1,034.55
				OUTSIDE ENGINEERING	52190	53650	1,014.20
				OUTSIDE ENGINEERING	52190	53650	661.75
				OUTSIDE ENGINEERING	52190	53650	377.66
				OUTSIDE ENGINEERING	52190	53650	440.34
				OUTSIDE ENGINEERING	52190	53650	1,019.70
				OUTSIDE ENGINEERING	52190	53650	219.46
				OUTSIDE ENGINEERING	52190	53650	979.22
				PROJECTS - HILL 'N DALE	58210	57301	1,073.98
				PROJECTS - VALLEY BROOK SUB. DITCH	58210	57354	581.25
				CHECK 100 141401 TOTAL FOR FUND 230:			7,402.11
07/02/2024	100	141403	SHORT ELLIOTT HENDRICKSON INC	PROJECTS - OAK ST LAKE BANK STBLZTN	58210	57565	5,125.00
07/02/2024	100	141404	SITEONE LANDSCAPE SUPPLY LLC	CATCH BASIN MAINT - CATCH BASIN	53510	53655	145.42
07/02/2024	100	141410*#	THE UPS STORE	OPERATING SUPPLIES	53400	53650	55.16

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Fund: 230 STORM WATER MANAGEMENT							
07/02/2024	100	141414*#	VESTIS	CONTRACTED JANITORIAL	52400	53650	19.91
07/02/2024	100	141416	WE ENERGIES ESSENTIAL SERVICES	PROJECTS - SPRINGDALE DRAINAGE EASEMENT	58210	57370	5,627.81
07/02/2024	100	16(S)*#	BUMPER TO BUMPER	EQUIPMENT REPAIR & MAINT	52430	53650	5.00
07/12/2024	100	141424*#	AECOM TECHNICAL SERVICES, INC	PROJECTS - YENCH ROAD CULVERT	58210	57355	530.10
				PROJECTS - WAGNER PARK POND	58200	57367	1,636.20
				PROJECTS - SPRINGDALE DRAINAGE EASEMENT	58210	57370	13,472.91
				CHECK 100 141424 TOTAL FOR FUND 230:			15,639.21
07/12/2024	100	141442*#	CONLEY MEDIA	PROJECTS - SPRINGDALE DRAINAGE EASEMENT	58210	57370	145.69
07/12/2024	100	141446*#	DIGGERS HOTLINE	STORM SEWER MAINT - DIGGER'S HOTLINE	52201	53651	61.80
07/12/2024	100	141454*#	FORWARD TS	OPERATING SUPPLIES	53400	53650	71.19
07/12/2024	100	141484*#	MSA PROFESSIONAL SERVICES INC	STORM WATER - CAPITAL	58100	53650	25.31
07/12/2024	100	141485*#	MUNICIPAL LAW & LITIGATION GROUP	PROJECTS - SPRINGDALE DRAINAGE EASEMENT	58210	57370	454.00
				Total for fund 230 STORM WATER MANAGEMENT			72,429.43

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 250 TOURISM & CONVENTION							
06/21/2024	100	141321	R.A. SMITH & ASSOC., INC.	TOURISM - SPORTS COMPLEX TURF	58210	56700	4,901.00
07/02/2024	100	141395	POSITIVELY PEWAUKEE	TOURISM - HOTEL ROOM TAX	59000	56700	1,994.90
				Total for fund 250 TOURISM & CONVENTION			6,895.90

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 280 STATE EMS FUNDING ASSISTANCE							
06/21/2024	100	141325	STRYKER SALES CORPORATION	STATE EMS FUNDING OPERATING SUPPLIES	53400	52300	2,210.69
Total for fund 280 STATE EMS FUNDING ASSISTANCE							2,210.69

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 420 CAPTIAL ROAD PROJECTS							
07/02/2024	100	141339*#	ALL-WAYS CONTRACTORS, INC	JOSEPH ROAD	58210	57553	180,798.77
07/02/2024	100	141401*#	RUEKERT & MIELKE, INC.	SHADY LANE	58210	57407	4,351.70
				ROUNDY'S INDUSTRIAL PARK #2	58210	57422	1,323.00
				LEXINGTON/TACOMA	58210	57426	4,165.17
				SPICE CREEK/MEADOWBROOK FARMS #2	58210	57552	378.00
				JOSEPH ROAD	58210	57553	19,033.42
				SPICE CREEK/MEADOWBROOK FARMS #3	58210	57556	6,144.45
				SHERWOOD FOREST/BUSSE	58210	57560	1,062.00
				APPLE TREE/PEAR TREE	58210	57561	960.22
				CHECK 100 141401 TOTAL FOR FUND 420:			37,417.96
07/02/2024	100	141408*#	STRAND ASSOCIATES, INC	DUPLAINVILLE TRACKS TO WEYER	58210	57420	530.48
				WESTWOOD/CORPORATE CT	58210	57562	11,235.33
				CHECK 100 141408 TOTAL FOR FUND 420:			11,765.81
07/12/2024	100	141424*#	AECOM TECHNICAL SERVICES, INC	LEXINGTON/TACOMA	58210	57426	1,451.22
07/12/2024	100	141428*#	ALL-WAYS CONTRACTORS, INC	APPLE TREE/PEAR TREE	58210	57561	35,281.39
				Total for fund 420 CAPTIAL ROAD PROJECTS			266,715.15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 440 BIKE & PEDESTRIAN							
07/02/2024	100	141398	R.A. SMITH & ASSOC., INC.	PEDESTRIAN CROSSING @ NETTESHEIM	58210	57635	3,306.50
Total for fund 440 BIKE & PEDESTRIAN							3,306.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 490 CAPTIAL EQUIPMENT							
06/21/2024	100	141312	JX ENTERPRISES, INC.	HIGHWAY - CAPITAL EQUIPMENT	58100	57331	639.00
07/02/2024	100	141349	BURKE TRUCK & EQUIPMENT	HIGHWAY - CAPITAL EQUIPMENT	58100	57331	66,300.00
07/12/2024	100	141484*#	MSA PROFESSIONAL SERVICES INC	ENGINEERING - CAPITAL EQUIPMENT	58100	57311	25.32
07/12/2024	100	141489	PARKITECTURE & PLANNING	PARKS - CAPITAL PLAYGROUND EQUIP	58100	57621	1,516.00
Total for fund 490 CAPTIAL EQUIPMENT							68,480.32

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Fund: 600 WATER UTILITY							
07/02/2024	100	141341*#	AT&T MOBILITY	TRANS & DIST MAINT-SCADA MAINT	52100	10678	25.44
				ADMIN & GEN OPS-PHONE, INTERNET CELL	52230	10921	323.29
				CHECK 100 141341 TOTAL FOR FUND 600:			348.73
07/02/2024	100	141352*#	CINTAS CORP	TRANS & DIST OPS-UNIFORMS	53410	10665	118.69
07/02/2024	100	141354	CORE & MAIN LP	TRANS & DIST MAINT-MAINT OF HYDRANTS	52400	10677	520.00
07/02/2024	100	141363*#	FERGUSON WATERWORKS #1476	TRANS & DIST MAINT-MAINT OF HYDRANTS	52400	10677	2,038.76
07/02/2024	100	141366	GRAINGER	SOURCE MAINT-MISC WATER SOURCE PLANT	52400	10617	315.45
07/02/2024	100	141368	HAWKINS, INC.	TREATMENT OPS-CHEMICALS	53410	10641	4,098.17
07/02/2024	100	141373*	HUMPHREY SERVICE PARTS, INC	ADMIN & GEN OPS-TRANSP EXPS REPAIRS	52400	10921	26.13
07/02/2024	100	141387*#	MENARDS	SOURCE MAINT-BUILDINGS AND GROUNDS	52310	10611	9.99
				SOURCE MAINT-BUILDINGS AND GROUNDS	52310	10611	42.16
				ADMIN & GEN OPS-TRANSP EXPS REPAIRS	52400	10921	12.46
				CHECK 100 141387 TOTAL FOR FUND 600:			64.61
07/02/2024	100	141388	MIDWEST METER INC.	METERS	18566	00346	33,000.00
07/02/2024	100	141393*	PITNEY BOWES GLOBAL	BILLING	53300	00903	495.87
07/02/2024	100	141397	PUBLIC SERVICE COMMISSION OF WI	OPER & MAINT EXP-REGULATORY & COMM EXP	52381	10928	338.82
07/02/2024	100	141401*#	RUEKERT & MIELKE, INC.	BLUMD WATER MAIN-BUSSE TO FOSTER	12810	00107	4,575.27
07/02/2024	100	141408*#	STRAND ASSOCIATES, INC	LINDSAY WATER - PARK TO SWAN	12814	00107	5,000.00
				PFAS TREATMET	12818	00107	7,200.00
				ADMIN & GEN OPS-OUTSIDE ENGINEERING	52170	10923	2,700.00
				CHECK 100 141408 TOTAL FOR FUND 600:			14,900.00
07/02/2024	100	141413	USA BLUEBOOK	TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	196.60
07/02/2024	100	141417	WISCONSIN RURAL WATER ASSOC.	ADMIN & GEN OPS-UTILITY MEMB & CONT	53200	10930	110.00
07/02/2024	100	141419*	XEROX CORPORATION	OFFICE SUPPLIES & EXPENSES	53100	00921	243.61
07/12/2024	100	141421*	AB DATA	BILLING	53300	00903	765.21

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Fund: 600 WATER UTILITY							
07/12/2024	100	141428*#	ALL-WAYS CONTRACTORS, INC	TRANS & DIST MAINT-MAINT OF HYDRANTS	52400	10677	54.00
07/12/2024	100	141431*#	BAKER TILLY US LLP	OPS - AUDITOR/ACCOUNTANT	52120	00923	211.00
				OPS - AUDITOR/ACCOUNTANT	52120	00923	311.00
				CHECK 100 141431 TOTAL FOR FUND 600:			522.00
07/12/2024	100	141437*#	BUMPER TO BUMPER	ADMIN & GEN OPS-TRANSP EXPS REPAIRS	52400	10921	33.94
07/12/2024	100	141439*#	CINTAS CORP	TRANS & DIST OPS-UNIFORMS	53410	10665	59.34
07/12/2024	100	141440	COMET INC.	TRANS & DIST MAINT-MAINT OF HYDRANTS	52400	10677	982.60
07/12/2024	100	141446*#	DIGGERS HOTLINE	TRANS & DIST OPS-DIGGERS HOTLINE WATER	52450	10665	61.81
07/12/2024	100	141448	ELEMECH	BULK WATER FILL STATION	12842	00107	16,853.00
07/12/2024	100	141452	FERGUSON WATERWORKS #1476	TRANS & DIST MAINT-MAINT OF SERVICES	52400	10675	204.00
07/12/2024	100	141467	HAWKINS, INC.	TREATMENT OPS-CHEMICALS	53410	10641	5,452.65
07/12/2024	100	141469	HYDROCORP	TRANS & DIST OPS-CROSS CONNECTION	52900	10664	1,288.00
				TRANS & DIST OPS-CROSS CONNECTION	52900	10664	1,288.00
				CHECK 100 141469 TOTAL FOR FUND 600:			2,576.00
07/12/2024	100	141480*#	LITHO-CRAFT	OFFICE SUPPLIES & EXPENSES	53100	00921	104.00
				MISCELLANEOUS GENERAL EXPENSE	53399	00930	2,981.00
				CHECK 100 141480 TOTAL FOR FUND 600:			3,085.00
07/12/2024	100	141483*#	MENARDS	SOURCE MAINT-BUILDINGS AND GROUNDS	52310	10611	20.98
07/12/2024	100	141484*#	MSA PROFESSIONAL SERVICES INC	COMPUTER HARDWARE SOFTWARE	18587	00391	25.31
07/12/2024	100	141485*#	MUNICIPAL LAW & LITIGATION GROUP	BLUEMOUND - S. OF HARKEN	12802	00107	2,990.80
07/12/2024	100	141488	NORTHERN LAKE SERVICE, INC	TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	467.50
07/12/2024	100	141490	PITTS BROTHERS & ASSOCIATES LLC	BLUMD WATER MAIN-BUSSE TO FOSTER	12810	00107	6,800.00
07/12/2024	100	141494*#	QUADIENT FINANCIAL USA, INC	ADMIN & GEN OPS-POSTAGE	53306	10921	93.61

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
07/12/2024	100	141509	WATER REMEDIATION TECHNOLOGY	TREATMENT MAINT-WRT RADIUM TREATMENT	52900	10652	4,230.35
07/12/2024	100	141512	WILLIAM/REID	PUMP MAINT-MAINT AND REPAIR	52400	10633	1,745.27
07/12/2024	100	141513*	XEROX CORPORATION	OFFICE SUPPLIES & EXPENSES	53100	00921	55.25
Total for fund 600 WATER UTILITY							108,469.33

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Fund: 650 SEWER UTILITY							
07/02/2024	100	141341*#	AT&T MOBILITY	SCADA/TELEMETRY MAINT	52100	01831	25.45
				ADMIN & GEN OPS PHONE INTERNET CELL	52230	10921	323.30
				CHECK 100 141341 TOTAL FOR FUND 650:			348.75
07/02/2024	100	141352*#	CINTAS CORP	Uniforms & Protective Equipment	53410	01827	118.69
07/02/2024	100	141373*	HUMPHREY SERVICE PARTS, INC	ADMIN & GEN OPS-TRANSP EXPS & REPAIRS	52400	10921	26.13
07/02/2024	100	141387*#	MENARDS	ADMIN & GEN OPS-TRANSP EXPS & REPAIRS	52400	10921	12.46
07/02/2024	100	141393*	PITNEY BOWES GLOBAL	BILLING	53300	00903	495.87
07/02/2024	100	141401*#	RUEKERT & MIELKE, INC.	BLUEMOND SOURTH OF HARKEN #2	12899	00107	2,693.50
07/02/2024	100	141407	STAAB CONSTRUCTION CORP	Gun Club Sewer Study	12831	00107	162,450.00
07/02/2024	100	141408*#	STRAND ASSOCIATES, INC	Gun Club Sewer Study	12831	00107	23,322.65
07/02/2024	100	141419*	XEROX CORPORATION	OFFICE SUPPLIES & EXPENSES	53100	00921	243.62
07/02/2024	100	141420	XYLEM WATER SOLUTIONS U.S.A. INC	OTHER GENERAL EQUIPMENT	18571	01380	31,871.80
07/12/2024	100	141421*	AB DATA	BILLING	53300	00903	765.22
07/12/2024	100	141431*#	BAKER TILLY US LLP	OPS - AUDITOR/ACCOUNTANT	52120	00923	211.00
				OPS - AUDITOR/ACCOUNTANT	52120	00923	311.00
				CHECK 100 141431 TOTAL FOR FUND 650:			522.00
07/12/2024	100	141436	BROOKFIELD, TOWN OF	SEWER SERVICE CHARGE SANITARY DISTIRCT	52343	01827	1,442.21
07/12/2024	100	141437*#	BUMPER TO BUMPER	ADMIN & GEN OPS-TRANSP EXPS & REPAIRS	52400	10921	33.93
07/12/2024	100	141439*#	CINTAS CORP	Uniforms & Protective Equipment	53410	01827	59.35
07/12/2024	100	141446*#	DIGGERS HOTLINE	DIGGERS HOTLINE SEWER	52450	10665	61.81
07/12/2024	100	141458	GREGG MARTIN INSTRUMENTATION	MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	2,780.00
07/12/2024	100	141476	LAKE PEWAUKEE SANITARY DISTRICT	SEWER SERVICE CHARGE - LAKE PEWAUKEE	52341	01827	159,525.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 650 SEWER UTILITY							
07/12/2024	100	141480*#	LITHO-CRAFT	OFFICE SUPPLIES & EXPENSES	53100	00921	104.00
07/12/2024	100	141483*#	MENARDS	SUPPLIES AND EXPENSES	53400	01827	17.98
07/12/2024	100	141484*#	MSA PROFESSIONAL SERVICES INC	COMPUTER HARDWARE/SOFTWARE	18587	01372	25.31
07/12/2024	100	141503	TOTAL TOOL	SUPPLIES AND EXPENSES	53400	01827	17.50
07/12/2024	100	141505	USA BLUEBOOK	MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	1,230.10
07/12/2024	100	141513*	XEROX CORPORATION	OFFICE SUPPLIES & EXPENSES	53100	00921	55.26
Total for fund 650 SEWER UTILITY							388,223.14

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 800 CEMETERY							
06/21/2024	100	141301	ALL-WAYS CONTRACTORS, INC	CEMETERY - OPERATING SUPPLIES	53400	54910	104.00
06/21/2024	100	141322	RAMAKER & ASSOCIATES	CEMETERY - SOFTWARE MAINTENANCE &	52480	54910	450.00
07/12/2024	100	141482	MATTHEWS INTERNATIONAL	CEMETERY - OPERATING SUPPLIES	53400	54910	403.89
				Total for fund 800 CEMETERY			957.89
TOTAL - ALL FUNDS							1,777,631.99

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
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**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 4.**

DATE: July 15, 2024

DEPARTMENT: Administration

PROVIDED BY: Nick Phalin

SUBJECT:

Discussion and Possible Action Regarding Pewaukee Youth Baseball's Proposed Amendment to Their Existing Agreement with the City of Pewaukee [Phalin].

BACKGROUND:

Pewaukee Youth Baseball has had an agreement and previous amendment and addendum for their facility use with Parks and Recreation and the City. I've attached the previous agreement documents. This new amendment proposal has been approved by the Parks & Recreation Joint Board and reviewed and created by City Attorney Stan Riffle.

Highlights of their requested proposed new addendum.

- Amend initial agreement date from 2017 to 2019 as the Sports Complex didn't open until 2019.
- Adjust the term of the locked rates until 2028.
- Extend the first use, not exclusive use term through 2044.
- Establish tournament rates for facility use.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

PYB Revised Contract

**AMENDED AGREEMENT BETWEEN THE CITY OF PEWAUKEE
AND PEWAUKEE YOUTH BASEBALL**

THIS AGREEMENT, entered into this day of by and between Pewaukee Youth Baseball, Inc., a Wisconsin corporation organized and existing under the laws of the State of Wisconsin with its principal office registered at PO Box 178, Pewaukee, WI, 53072, hereinafter called the "PYB" and the City of Pewaukee, a Municipal Corporation organized and existing under the laws of the State of Wisconsin with principal offices at W240 N3065 Pewaukee Road, Pewaukee, Wisconsin, hereinafter called the "City," is as follows:

WITNESSETH

WHEREAS, PYB is a volunteer run, competitive baseball program for children in K4 to eighth grade located in the Pewaukee area, and

WHEREAS, PYB and the City entered into an Agreement dated February 6, 2017 (amended October 18, 2018) whereby PYB provided funds for the development of the Pewaukee Sports Complex (PSC) specifically for improvement of baseball/softball facilities in return for certain benefits exclusive to PYB, and

WHEREAS, pursuant to the prior Agreements, PYB has funded baseball related improvements to the City/Village Parks totaling nearly \$226,000; and

WHEREAS, the parties wish to amend the Agreements to provide for future actions that will benefit the City and PYB.

NOW, THEREFORE, it is agreed that the prior Agreements are amended as follows.

1. PYB will donate an additional \$100,000 over the next 5 years to benefit the City parks which PYB utilizes to host baseball related activities throughout the Pewaukee Park System to help attract out of area/state teams to tournaments creating tourism revenue for the City and its hotels.
2. The \$100,000 in-kind donations will be in the form of mutually agreed baseball facility improvements to the parks. Potential improvements may include by not be limited to:
 - Re-location of outfield fence or purchase of movable outfield fencing on field 4 at PSC
 - Scoreboard on field 4 at PSC
 - Permanent dugout shade structures at PSC
 - Lighting for baseball fields at PSC

- Backstop and fencing replacements at Pewaukee Parks
 - Elevated Bullpen Mounds for PSC 3 & 4
 - Batters eye screens for PSC 1,2 & 4
 - Bullpen Concrete & Turf additions to PSC 1,2,3,4
3. In consideration of past and future contributions, PYB shall be granted:
 - a. PYB's "first use, however not exclusive use" rights at PSC shall be extended until February 6, 2044.
 - b. PYB shall have access to PSC Monday through Thursday from 4:30-9pm
 - c. PYB shall have 3 weekend uses/season with option to add 4th with Park and Recreation Director's approval of dates
 - d. The Park and Recreation Director may allow non-PYB tournaments into Thursday 2x/year and on Fridays as needed, with dates to be identified no later than March 1 of the upcoming season, with other fields available to PYB if games are displaced from Sports Complex.
 4. The field rental fees for PYB at PSC shall not exceed \$25/hour/field starting February 6, 2025 for the 2025-2028 seasons (assuming the addition/completion of Field turf).
 5. The Eli Hansen Memorial Tournament shall be permitted without a fee from 2025-2028.
 6. New rates may be established in spring 2028 for implementation in the 2029 season and communicated in advance to PYB for budgeting purposes.
 7. PYB will have the "first use, however not exclusive use" to operate and manage the concession stand at PSC for any baseball related event until February 6, 2044. PYB shall communicate the concession operation dates by March 1 of each year for the upcoming season and tournaments.
 8. All other terms and conditions of prior Agreements not otherwise amended by this Amended Agreement shall remain in full force and effect.

THIS AGREEMENT shall be severable, and in case one or more of the provisions contained herein shall for any reason become unenforceable or invalid, such unenforceability or invalidity shall not affect any other provision of this Agreement, and shall instead be construed as if such unenforceable or invalid provision(s) had not been contained herein or, if it is equitable under the circumstances, such unenforceable or invalid

provision(s) shall be reformed, amended and/or construed so as to be enforceable, valid or legal.

THIS AGREEMENT shall be governed by and construed in accordance with the laws of the State of Wisconsin without reference to any principles of conflicts of laws which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement shall only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Wisconsin.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the City of Pewaukee, on the ____ day of _____ 2024, and on behalf of Pewaukee Youth Baseball, Inc., on the ____ day of _____ 2024.

Pewaukee Youth Baseball, Inc.

City of Pewaukee

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

DATE: July 15, 2024

DEPARTMENT: Planning

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding the Keeping and Raising of Chickens on Lots Having an Area of Less Than Five Acres [Fuchs]

BACKGROUND:

Attached is a report and potential options for the allowance of keeping and raising chickens on residential properties.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

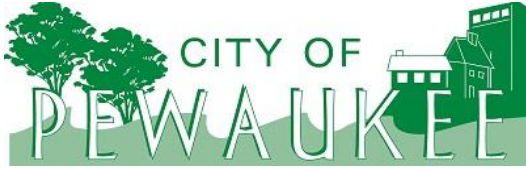
It is recommended that the Common Council provide direction to staff regarding an ordinance to keep and raise chickens on residential properties.

ATTACHMENTS:

Description

Staff Report

Kaitlin Miller email



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

REPORT TO THE COMMON COUNCIL

Meeting of July 15, 2024

Date: July 8, 2024

Project Name: Adoption of regulations related to the keeping and raising of chickens

Project Address/Tax Key No.: City-wide

Applicant: City of Pewaukee

Introduction

At their May 20, 2024, meeting, the Common Council directed staff to provide additional research and potential regulations related to the keeping and raising of chickens on single-family residential properties. The discussion at that meeting considered the potential of allowing chickens on parcels of one or two acres in area.

Analysis

Staff reviewed regulations and reached out to several adjacent communities. Below is a summary of those findings.

- Town of Delafield
 - Allows up to 8 hens maximum on a residential property as a permitted accessory use in the R-1, R-2, R-3, A-2, and A-3 districts.
 - R-1 Residential District [1.5-acre min. lot]
 - R-1(A) Residential District [1.0-acre min. lot]
 - R-2 Residential District [30,000 sq. ft. min. lot]
 - R-3 Residential District [20,000 sq. ft. min. lot]
 - Annual renewal required.
 - 8 licenses were issued in 2023.
 - Hardly any complaints or enforcements over the last 5 years.
 - There is not significant staff time needed for administration. Staff send renewal letters and reviews the coop areas to make sure setback requirements are met.
- Village of Pewaukee
 - The keeping of up to 4 chickens is allowed on a single-family residential premise of at least a 1/4 acre.
 - 7 chicken permits have been issued since 2020. Zero permits were issued in 2023.
 - There have been no complaints received by staff.
 - There is minimal staff time related to the administration of the ordinance.
- City of Waukesha
 - Allows no more than four chickens per parcel, except that six chickens may be kept on parcels greater than one acre.

- Renewal is required every two years.
- 4 applications submitted in 2023.
- As of May 22nd, 7 applications have been received in 2024.
- There is one Property Maintenance Inspector that is responsible and able to manage the responsibilities of reviewing and inspecting applications for keeping chickens.
- Note the ordinance has only been enforceable since September 3, 2023.
- City of Oconomowoc
 - A maximum of 4 hen chickens per property within RR-Rural Residential, TR-Traditional Residential, SR-Suburban Residential, and IP-Institutional Public Districts.
 - One-time Permit and fee required.
 - Below are the number of permits that have been approved by year:
 - 2021 – 6
 - 2022 – 6
 - 2023 – 3
 - 2024 – 2 thus far
 - There have been no complaints received from those premises that have been issued a permit.
 - Minimal staff time has been needed for those properties obtaining permits.
- Village of Mukwonago
 - Up to four domesticated chickens are allowed on residential property.
 - Licenses/Permits are renewed annually.
 - The Village issues about one chicken permit/license per year.
 - There are not many issues with complaints or enforcements regarding chickens.
 - There has been a slight increase in staff time to deal with the initial process of the license/permits. Once established, the process is similar to obtaining a dog license.

An email from a resident, Kaitlin Miller, is also attached for consideration.

Potential Amendment

Staff drafted language that could be added to any zoning district under “Permitted accessory uses” that would allow keeping and raising chickens under specific provisions. The quantity of chickens allowed would be specified in each zoning district. Below are examples. Note that the Common Council may modify the quantity or choose to add or not add this language to certain districts as deemed appropriate.

- Rs-1 District (5-acre minimum lot size)

The recreational keeping and raising of a maximum of fifteen (15) hen chickens in accordance with § 340-2.9(2)(l). for eggs, meat, or meat by-products for family consumption, and not for sale on the premises.

- Rs-2 District (2-acre minimum lot size)

The recreational keeping and raising of a maximum of fifteen (15) hen chickens in accordance with § 340-2.9(2)(l). for eggs, meat, or meat by-products for family consumption, and not for sale on the premises.

- Rs-3 (1-acre minimum lot size)

The recreational keeping and raising of a maximum of ten (10) hen chickens in accordance with § 340-2.9(2)(l). for eggs, meat, or meat by-products for family consumption, and not for sale on the premises.

- Rs-4 (20,000 square foot minimum lot size)

The recreational keeping and raising of a maximum of five (5) hen chickens in accordance with § 340-2.9(2)(l). for eggs, meat, or meat by-products for family consumption, and not for sale on the premises.

- Rs-5 (15,000 square foot minimum lot size)

The recreational keeping and raising of a maximum of five (5) hen chickens in accordance with § 340-2.9(2)(l). for eggs, meat, or meat by-products for family consumption, and not for sale on the premises.

- Rs-6 (12,500 square foot minimum lot size)

The recreational keeping and raising of a maximum of five (5) hen chickens in accordance with § 340-2.9(2)(l). for eggs, meat, or meat by-products for family consumption, and not for sale on the premises.

Below is a proposed addition to add Section 340-2.9(2)(l) within the City's accessory use and structure regulations. Keeping and raising chicken regulations could be added under Section 126-3 Animal regulations of the Municipal Code; however, staff is suggesting the Zoning Code.

The standards below are a combination of requirements found within several communities, but primarily the City of Oconomowoc and City of Waukesha regulations were utilized.

(l) Keeping and raising chickens

[1] DEFINITIONS.

- [a] Coop. A cage or small structure for housing chickens.
- [b] Enclosure. The entire space within which chickens are kept, including both coop and run.
- [c] Run. A designated enclosed area, attached to a chicken coop, in which chickens are allowed to roam safely outdoors.

- [2] KEEPING CERTAIN FOWL PROHIBITED. Roosters shall not be permitted in any zoning district. The only fowl that may be kept in the City are chickens. If a rooster is identified on a premise, the owner shall have 10 days upon verbal or written notification by a

city official to remove said rooster.

- [3] **PERMIT REQUIRED.** All residents must apply for and receive a Chicken Permit prior to construction of an enclosure and placement of chickens on their property. The applicant shall pay an annual non-refundable permit fee in accordance with the City's annual fee schedule, which will be established from time to time by separate resolution of the Common Council. Upon receipt of a completed application and payment of fee, the Zoning Administrator shall review the application and may approve, deny, or conditionally approve the issuance of license subject to reasonable conditions.
- [4] **PLANS REQUIRED.** Plans for enclosures and a site plan showing the location of the enclosure in relation to property boundaries and structures on the premises must be submitted with the Chicken Permit application.
- [5] **PREMISES REGISTRATION.** Proof of livestock premises registration with the Wisconsin Department of Agriculture, Trade and Consumer Protection must be provided at time of application.
- [6] **INSPECTION.** All premises for which a permit has been issued shall be available for inspection by the City. A refusal to allow inspection will result in revocation of or refusal to renew the permit.
- [7] **GENERAL STANDARDS.**
 - [a] The City noise standards in Sections 126-3.E. and 253-5.J. of the Municipal Ordinance shall apply to the keeping of chickens.
 - [b] The public nuisance noxious odors standards specified in Sections 126-3.D.(2) and 253-3.G. of the Municipal Ordinance shall apply to the keeping of chickens.
 - [c] Chickens shall be provided with a coop affording enclosed protection against weather and adverse elements.
 - [d] Chickens shall be kept within the coop and run area at all times; the free ranging of chickens is prohibited.
 - [e] Chickens shall be provided with fresh water and adequate amounts of feed regularly.
 - [f] No commercial activities shall be permitted upon any premise related to keeping and raising chickens, such as roadside stands, the selling of eggs, sale of live or dressed chickens, sale of live chicks, sale of feathers, and any other activity deemed similar by the Zoning Administrator.

- [g] Slaughtering of chickens shall be allowed only within a building.
 - [h] All feed must be contained in a rodent-free container.
 - [i] Eggs shall not be hatched.
 - [j] Manure and soiled bedding shall be removed from the enclosure regularly and frequently enough to avoid odors and attraction of insects. Manure and soiled bedding shall be disposed of in a sealed container.
 - [k] Dead chickens shall be removed from the premises and disposed of in accordance with law.
- [8] ENCLOSURE REQUIREMENTS.
- [a] No more than one enclosure shall be allowed on any one property. Chicken coops shall be considered accessory structures and count towards lot coverage calculations.
 - [b] No enclosure shall be located within the street yard, front yard, corner side yard, or side yard of a property. Enclosures shall be located within the rear yard only.
 - [c] No chicken coop or run area shall be closer than fifteen (15) feet to any residential lot line.
 - [d] Enclosures shall be constructed in a sturdy and workmanlike manner.
 - [e] Coops shall be mounted off the ground, placed on a hard surface such as concrete or patio blocks, or have a floor of hardware cloth, such that burrowing animals may not enter.
 - [f] If an enclosure is mounted off the ground, it must be constructed so that feed cannot fall through the bottom onto the ground. Any feed falling outside of the enclosure must be cleaned up daily.
 - [g] Coops shall be at least three-square feet in area per hen chicken. Run areas shall be at least sixteen square feet in area per hen chicken.
 - [h] Enclosures shall be fenced in a manner to securely contain the hen chickens. Fencing for run areas shall be a minimum of 48 inches in height or higher and covered to contain chickens at all times.
 - [i] Enclosures shall be enclosed on all sides, including the top, and covered with solid material or hardware cloth.

- [j] Coops shall be constructed with materials and roofing to provide a clean, dry, adequately ventilated, and draft-free environment.
 - [k] No open flame heating devices are allowed in enclosures.
 - [l] Fencing shall meet all zoning requirements.
 - [m] A Zoning Permit shall be obtained prior to construction or installation of any coop, run or fencing. Any electrical work requires an electrical permit through the Building Services Department.
 - [n] Enclosures shall be removed no later than twelve (12) months after the keeping of chickens is no longer a use on the property.
- [9] **DISCLAIMER.** The grant of a Chicken Permit by the City of Pewaukee does not supersede or abrogate any private deed restrictions, homeowner's association regulations or bylaws, or other private restrictions that may apply and may be more restrictive. Persons requesting a permit to keep chickens are solely responsible to know and comply with any such private limitations.
- [10] **COMPLIANCE AND REVOCATION OF PERMIT.** It is recognized that if best management practices are not observed, the keeping of chickens can create a nuisance. Therefore, the above compliance procedures shall be applied to the keeping of chickens. Upon determination by the Zoning Administrator that the Permittee has violated any provision of this Ordinance, the Owner shall be issued one written warning of violation. Upon determination by the Zoning Administrator that the Permittee has violated any provision of this Ordinance a second time, the Zoning Administrator may revoke the Chicken Permit, in which case the Permittee shall, within 30 days, remove all chickens, chicken coop(s) and fencing. Once a Chicken Permit has been revoked, it shall not be reissued for a period of at least three years. The revocation may be appealed to the Zoning Board of Appeals pursuant to Section 340-12.5 of the City's Municipal Ordinance.

Section 126-3.A. of the Municipal Code would need to be amended as well. Below is suggested language.

§ 126-3. Animal regulations.

A. It shall be unlawful to keep farm animals in any zoning district except **as expressly allowed within an individual zoning district the A-1 and A-2 Districts or the Rs-1 District, which requires a conditional use permit,** as set forth in ~~§§ 340-4.3, 340-4.4 and 340-4.5 of~~ Chapter 340, Zoning.

Recommendation

It is recommended that the Common Council provide direction to staff, particularly to the following questions.

1. Should chickens be allowed in all single-family residential districts or limit to only certain districts?
2. How many chickens should be allowed within each zoning district?
3. Should Chicken Permits be one-time permits or require them to be obtained annually or every two years?
4. Should slaughtering be allowed within a building or prohibit slaughtering?

From: [Kaitlin Miller](#)
To: [Fuchs, Nick](#)
Subject: Chicken Ordinance Space Requirements
Date: Tuesday, July 9, 2024 10:27:16 AM
Attachments: [minimum-space-requirements-for-dogs.pdf](#)
[23-4967 1.pdf](#)

Hi Nick,

Please see below & attached for information I would like shared with council members based off of my conversations with several of them. Link to references are included when PDF's were unable to be attached.

Thank you,
Katie

Dear Council Members,

I am writing to you to request consideration of reducing the lot size requirements for keeping up to 3-4 chickens on residentially zoned properties to 1/2 acres or to match neighboring ordinances of 1/4 acre. According to the poultry extension (a USDA grant organization), laying hens for small & backyard poultry flocks require 13-14 sq. ft. of space per hen. For reference & using Wisconsin's most popular dog breed's standard size (golden retriever), the USDA requires 13-16 sq. ft. of floor space per dog (attached). The city of Pewaukee allows the keeping of multiple dogs on a property regardless of lot size although similar space allotments are required to safely keep these animals.

These calculations for space requirements are the same requirements used for indoor pet bird enclosures which the city of Pewaukee does not regulate. For example, a residential owner could keep several birds/parrots of similar size & space requirements indoors on a lot of any size.

Many animals can be considered either farm animals based on history and are also excellent companion animals. For example, rabbits are commonly raised for meat as well as kept indoors as companion animals. Chickens are similarly being recognized for their companion qualities and due to their egg-laying can also be used to produce food while simultaneously serving as companion animals. Several organizations support the use of chickens as companion animals. The organization "Happy Hen Program" provide hens for memory care units for their therapeutic value in improving quality of life & decreasing the use of sedative medications due to agitation.

State-level activity: I have reached out to state Rep. Shae Shortwell who introduced Senate bill 912 in 2023 (attached) who shared that the bill was introduced late & ran out of time. They are planning on re-introducing in January

2024. Similar to Wisconsin's 'right to solar', this bill would establish a Wisconsinite's right to keep up to 4 chickens on residential property regardless of lot size or HOA rules. There is a similar bill regarding a right to vegetable gardens as well due to variability in city ordinances & excessively restrictive HOA rules. The USDA & the University of Wisconsin Native American Task Force consider food sovereignty to be a right of native Americans and are committed to assisting tribal nations with achieving food sovereignty through their right to produce their own food on their own land to sustain themselves. Nationally there is also a movement moving through several states regarding the right-to-food ordinances beginning with Blue Hill, Maine's passing of the food sovereignty ordinance "Local food and Community Self-Governance Ordinance".

<https://poultry.extension.org/articles/getting-started-with-small-and-backyard-poultry/housing-for-small-and-backyard-poultry-flocks/space-allowances-in-housing-for-small-and-backyard-poultry-flocks/>

<https://www.anthemmemorycare.com/blog///happy-hens-are-delighting-memory-care-residents-and-staff?article=the-longest-day-it-s-about-caregivers-too>

<https://blogs.extension.wisc.edu/natf/tribal-food-sovereignty-native-nations-team/>

<https://minnesotalawreview.org/2023/02/13/food-for-thought-the-emergence-of-right-to-food-legislation-in-the-united-states/>

Thank you,

Katie Miller
330-620-7769

Animal Care Tech Note

Minimum Space Requirements for Dogs

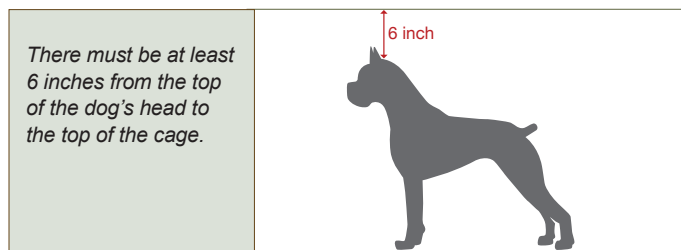
The Animal Welfare Act (AWA) sets standards of care and treatment for dogs used in research, exhibited to the public, bred for commercial sale, or transported in commerce. These standards include specific requirements for the amount of space primary enclosures must provide. The following information will help AWA licensees and registrants understand the requirements and provide housing for their dogs that meets the law's standards.

AWA Requirements

In general, all primary enclosures must have adequate space for each adult dog to turn about freely and to stand, sit, and lie down in a comfortable, normal position. Enclosures must also provide adequate space for each adult dog to walk around in a normal manner.¹ In addition, enclosures must meet specific measurements for **interior height** and **floor space**, based on the size and number of dogs housed.

Interior Height

The interior height of the primary enclosure must be at least 6 inches higher than the head of the tallest dog in the enclosure. The measurement is based on when the dog is standing comfortably in a normal position.²



Floor Space

Each dog in a primary enclosure, including weaned puppies, must have a minimum amount of floor space. This measurement is based on calculations specified in the AWA, as explained at right.³

If you have multiple dogs in group housing, the total floor space must meet or exceed the sum of each dog's minimum floor space requirement. For example, if you have four dogs that each require 9.51 square feet, you will need four times that number (38.04 square feet—to house the dogs.

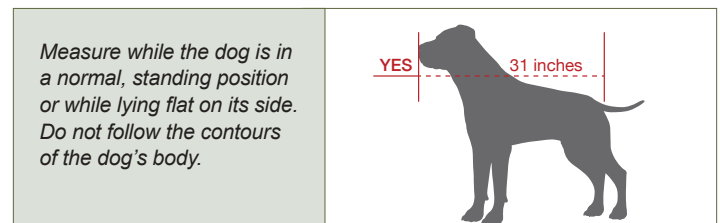


Note: These are minimum requirements only. Providing more than the required space is encouraged and can improve the overall welfare of your dogs.

Calculating Minimum Floor Space

To calculate the minimum space required for a dog, follow the steps below.

Step 1: Measure the length of the dog (in inches) from the tip of its nose to the base of its tail. Add 6 inches to this number.



Example: Scout, a Dalmatian, measures 31 inches from the tip of her nose to the base of her tail.

$$31 \text{ inches} + 6 \text{ inches} = 37 \text{ inches}$$

Step 2: Take the total number you got in step 1 and square it (multiply it by itself). This will give you the dog's minimum floor space in square inches. To convert the number to square feet (*optional*), divide the total number in square inches by 144.

Example: For Scout, the final measurement in Step 1 was 37 inches. Multiply 37 inches by 37 inches (or 37²) to see that Scout needs 1,369 square inches of floor space (or 9.51 square feet)

$$37 \text{ inches} \times 37 \text{ inches} = 1,369 \text{ square inches}$$

$$1,369 \text{ square inches} \div 144 = 9.51 \text{ square feet}$$

¹ 9 CFR 3.6(a)(2)(xi)

² 9 CFR 3.6(c)(1)(iii)

³ 9 CFR 3.6(c)(1)(i)

Dams With Nursing Puppies

Dams with nursing puppies must have additional floor space.⁴ Each puppy requires at least 5 percent of its mother's minimum floor space requirement.

Step 1: Calculate the additional minimum floor space per puppy.

■ $1,369 \text{ square inches} \times 0.05 = 68.45 \text{ square inches}$

Step 2: Multiply the additional floor space per puppy by the number of puppies.

■ $68.45 \text{ square inches} \times 9 \text{ puppies} = 616.05 \text{ square inches}$

Step 3: Add Scout's space requirement to the space requirement for the 9 puppies. This will give you the space requirement in square inches for all 10 dogs. To convert the minimum space for all 10 dogs from square inches to square feet (*optional*), divide the total number in square inches by 144.

■ $1,369 \text{ square inches} + 616.05 \text{ square inches} = 1,985.05 \text{ square inches}$

■ $1,985.05 \text{ square inches} \div 144 = 13.79 \text{ square feet}$

Now we see that Scout and her puppies need at least 13.79 square feet of floor space.

Exercise Requirements and Floor Space

In addition to sufficient space, the AWA requires licensees and registrants to provide dogs with the opportunity for exercise. In some cases, the amount of floor space can satisfy the exercise requirements for dogs. The exercise requirements can also be met with an exercise plan that is separate from floor space. Below is a summary of how these requirements relate.

Room To Exercise for Singly Housed Dogs

To figure out how much space a singly housed dog in your care needs to meet the exercise requirement, multiply the dog's minimum floor space requirement by 2. The exception to this rule is if you have planned and documented other opportunities for exercise. To view the requirements for planning and documenting other opportunities, go to ecfr.gov and search for "9 CFR 3.8."

Exercise for Group-Housed Dogs

If the enclosure or structure meets the floor space requirements for group-housed dogs, then it also meets the floor space requirement for the dogs to exercise.⁵

Note: Exercise requirements do not apply to dams with nursing puppies or to dogs under 12 weeks of age.

Quick Reference

The table below shows the minimum floor space needed for a dog based on body length and AWA-required calculations.

Dog Length (in inches)	Square Feet Needed	Dog Length (in inches)	Square Feet Needed
7	1.17	30	9.00
8	1.36	31	9.51
9	1.56	32	10.03
10	1.78	33	10.56
11	2.01	34	11.11
12	2.25	35	11.67
13	2.51	36	12.25
14	2.78	37	12.84
15	3.06	38	13.44
16	3.36	39	14.06
17	3.67	40	14.69
18	4.00	41	15.34
19	4.34	42	16.00
20	4.69	43	16.67
21	5.06	44	17.36
22	5.44	45	18.06
23	5.84	46	18.78
24	6.25	47	19.51
25	6.67	48	20.25
26	7.11	49	21.01
27	7.56	50	21.78
28	8.03	51	22.56
29	8.51	52	23.36

For More Information

To view the full text of the AWA and the Animal Welfare Regulations, refer to the *United States Code*, Title 7, Chapter 54, Sections 2131–2159 and the *Code of Federal Regulations*, Title 9, Chapter 1, Subchapter A, Parts 1–4.

If you have questions, contact the U.S. Department of Agriculture (USDA) Animal Care staff at (970) 494-7478 or animalcare@usda.gov.

⁴ 9 CFR 3.6(c)(1)(ii)

⁵ 9 CFR 3.8



2023 SENATE BILL 912

January 11, 2024 - Introduced by Senators TAYLOR and CABRAL-GUEVARA, cosponsored by Representatives SORTWELL, BODDEN, BEHNKE, GUSTAFSON, S. JOHNSON, MAGNAFICI, MOSES, PENTERMAN, ROZAR, SCHMIDT and TITTL. Referred to Committee on Transportation and Local Government.

1 **AN ACT** *to create* 66.0442 of the statutes; **relating to:** local regulation of fowl.

Analysis by the Legislative Reference Bureau

This bill prohibits political subdivisions and sewerage districts from prohibiting the keeping of up to four chickens, ducks, geese, quail, or guinea fowl (fowl) by property owners or certain lessors on properties zoned for residential use. The bill specifically allows political subdivisions and sewerage districts to do any of the following with regard to the keeping of fowl:

1. Require a keeper of fowl to obtain a permit.
 2. Require notification of adjoining land owners.
 3. Impose reasonable regulations related to the location of fowl housing on a property.
 4. Prohibit the keeping of roosters.
-

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

2 **SECTION 1.** 66.0442 of the statutes is created to read:

3 **66.0442 Local regulation of fowl. (1)** In this section:

4 (a) “Fowl” means chickens, ducks, geese, quail, or guinea fowl.

5 (b) “Local governmental unit” means a city, village, town, county, or sewerage
6 district.

SECTION 1

(2) No local governmental unit may prohibit the keeping of 4 or fewer fowl by any of the following on a property zoned for residential use:

(a) The owner of the property.

(b) A lessor of the property if the property is owner-occupied.

(3) Notwithstanding sub. (2), a local governmental unit may do any of the following with regard to the keeping of fowl:

(a) Require a keeper of fowl to obtain a permit.

(b) Require notification of owners of properties adjoining the property on which fowl are to be kept.

(c) Impose reasonable regulations related to the location of fowl housing on a property.

(d) Prohibit the keeping of roosters.

(END)

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

DATE: July 15, 2024

DEPARTMENT: Planning

PROVIDED BY: Nick Fuchs

SUBJECT:

PUBLIC HEARING, Discussion and Possible Action for a Comprehensive Master Plan Amendment to Change the Year 2050 Land Use/Transportation Plan Use Designation for the City of Pewaukee for Uzelac Industries, Inc. for Property Located at the Northwest Corner of Lindsay Road and Wilhar Road (PWC 0866-996-002 and PWC 0866-996-003) from Medium Density Residential (6,500 Sq. Ft. - 1/2 AC. / D.U.) to Manufacturing / Fabrication / Warehousing [Fuchs] - ***Requested Action: Table this item to August 5, 2024.***

BACKGROUND:

This item was tabled at the June 20, 2024 Plan Commission meeting. The applicant is requesting that this application and public hearing be postponed to the August 5, 2024 Common Council meeting.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to postpone the Uzelac Industries Comprehensive Master Plan Amendment public hearing to the August 5, 2024 Common Council meeting.

ATTACHMENTS:

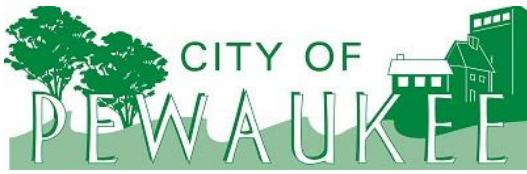
Description

Uzelac staff report 6.20.24

Uzelac narrative

Uzelac Comp Plan exhibit

Uzelac staff comment responses



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

REPORT TO THE PLAN COMMISSION

Meeting of June 20, 2024

Date: June 11, 2024

Project Name: Comprehensive Master Plan Amendment, Rezoning, Certified Survey Map, and Site & Building Plan Review

Project Address/Tax Key No.: Not Assigned / PWC 0866996, 0866996002, and 0866996003

Applicant: Briohn Building Corporation

Property Owner: Kuhlman Enterprises, Inc.

Current Zoning: RS2-Single Family Residential

2050 Land Use Map Designation: Manufacturing/Fabrication/Warehousing and Medium Density Residential (6,500 Sq. Ft. – 1/2 Ac. / D.U.)

Use of Surrounding Properties: Single-Family Residential to the north and south, KD Glass to the east, and vacant land to the west.

Project Description/Analysis

Briohn Building, on behalf of Uzelac Industries, LLC, submitted a Comprehensive Master Plan Amendment Application, Rezoning, Certified Survey Map, and a Site & Building Plan Review Application for the development of a 39,103 square foot building located at the northwest corner of Lindsay Road and Wilhar Road.

Comprehensive Master Plan Amendment

The two southernmost properties abutting Lindsay Road are currently designated as both Manufacturing/Fabrication/Warehousing and Medium Density Residential on the City's Year 2050 Land Use/Transportation Plan map. The Medium Density Residential designation covers slightly more than half of the southern portion of these parcels abutting Lindsay Road.

The Comprehensive Master Plan Amendment requests that the Medium Density Residential designation be amended to Manufacturing/Fabrication/Warehousing. This request is consistent with the approval granted to the development to the east, KD Glass.

Note the northernmost parcel, PWC 0866996, is already designated as Manufacturing/Fabrication/Warehousing and is not part of this application.

Rezoning

The subject three properties are all currently zoned Rs-2 Single-Family Residential District. The applicant is requesting to rezone these properties to M-2 Limited Industrial District to accommodate the development. The rezoning is contingent upon and would be consistent with the approval of the Comprehensive Master Amendment Application.

Uzelac Industries, Inc. manufactures commercial dryer systems, which is a permitted use in the M-2 District. If approved, the applicant will be required to submit a Business Plan of Operation Application for staff review and approval.

Certified Survey Map/Land Combination

The Certified Survey Map Application, as required by Section 18.0602, proposes to combine the three existing parcels into a single 6.6955-acre lot. The proposed lot conforms to the minimum lot area and width requirements of the M-2 District.

Site Plan

The applicant is proposing a 39,103 square foot industrial building for a single tenant, Uzelac Industries, Inc. The development will result in approximately 44% greenspace, which complies with the required 40% minimum greenspace standard of the City's Zoning Code. This includes the future building and parking areas as depicted on the site plan.

The site includes access from both Lindsay Road and Wilhar Road. The site and building are designed with the loading area and truck docks along the west side of the building, which consists of two overhead doors and one recessed loading dock. This location, opposed to placing the loading area on the north side of the building, is likely, at least in part, due to the wetland located to the north of the building. Note that wetland may be impacted in the future if Uzelac Industries expands the building footprint.

The M-2 District requires that loading areas be no closer than 100-feet from the right-of-way of a public street. The loading area is about 200-feet north of Lindsay Road, exceeding this standard.

The M-2 District also requires that all parking and loading areas be adequately screened as determined by the Plan Commission. The Landscape Plan includes plantings directly to the south of the loading area and plantings are also located along the west property line to screen the truck dock area.

No outdoor storage or overnight vehicle or trailer parking is proposed.

Related to the site plan, staff recommends:

- Final grading, erosion control and storm water management plans shall be submitted for approval by the Engineering Department prior to any land disturbance.
- Site and Building Plans shall be contingent upon the approval of the proposed comprehensive master plan amendment, rezoning, and Certified Survey Map applications.

Natural Resources

One wetland has been identified on the property. The applicant is not proposing to impact the wetland and is further adhering to the City's required 25-foot setback. The applicant is proposing to grade within the setback area but has agreed to place orange construction fencing around the wetland to ensure it is protected throughout construction.

As previously noted, a future building expansion is shown that would require the wetland to be filled. At that time, WDNR approval will be required for that impact.

This development will also include the removal of existing trees throughout the site.

Landscaping

The applicant is proposing to install sixty-six trees and seventy-six shrubs. The majority of plantings are placed along the perimeter of the site and to the south of the parking lot to screen the parking and loading areas.

Parking

The initial phase of parking to be developed includes thirty-five parking spaces, including two ADA compliant spaces. If needed, the site plan can accommodate an additional thirty-six parking spaces, which is shown on the site plan as future asphalt parking.

The passenger spaces are 9' wide by 20' long (180 square feet), which complies with the City's parking space standards.

The Zoning Code suggests a minimum of one space for each two employees in a 12-hour period. According to the applicant the site will initially have twenty-five full-time employees but may grow in the future. Staff does not object to the quantity of parking provided.

Architecture

The proposed building exterior primarily consists of painted precast concrete wall panels of different colors. The building height varies and ranges from 36.5-feet to a peak parapet height of 39.5-feet. The M-2 District states, "No principal building or parts of a principal building shall exceed 35 feet in height."

Section 17.0901f. also states, "The Height of Commercial, Industrial, and Institutional Buildings may be increased to a maximum of six (6) stories if a fully operational sprinkler system is in place included enclosed stairwells to the roof and the Fire Chief has approved in writing a fire safety plan of the structure and use."

The applicant has discussed the proposed building height with the Fire Chief and there is general agreement upon a fire safety plan to allow for the height increase. As such, *Fire Chief approval of the final fire suppression system and fire safety plan shall be required prior to issuance of a Building Permit.*

Signage

Sign plans have not yet been submitted. A wall sign similar to the sign shown on the renderings is anticipated. Regardless, all 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.

Utilities

Public sewer and water is available and will serve the subject development.

Lighting

The Lighting Plan consists of ten building lights and one parking lot light. The parking lot light has a peak height of 19-feet and is located on the west side of the Lindsay Road entrance. Two types of building lights will be mounted at a height of 24-feet and the other type is mounted at 10-feet.

Type A, which is located on the south elevation facing Lindsay Road and the adjacent residential development are mounted at 24-feet.

Recommendation

A motion to recommend approval of the Comprehensive Master Plan Amendment to amend the future land use designation for a portion of the properties bearing Tax Key Nos. 0866996002 and 0866996003 from Medium Density Residential to Manufacturing/Fabrication/Warehousing.

A motion to recommend approval of the Rezoning request to change the zoning from Rs-2 Single-Family Residential District to M-2 Limited Industrial District for properties bearing Tax Key Nos. 0866996, 0866996002, and 0866996003.

A motion to recommend approval of the Certified Survey Map to combine the three existing parcels into a single 6.6955-acre lot (Tax Key Nos. 0866996, 0866996002, and 0866996003).

A motion to approve the proposed building and site development plans submitted by Briohn Building Corporation for the property located at approximately W229N4781 Wilhar Road (Tax Key Nos. 0866996, 0866996002, and 0866996003), subject to the conditions within this report.



BRIOHN BUILDING CORPORATION

May 6, 2024

City of Pewaukee
W240N3065 Pewaukee Road
Pewaukee, WI 53072

RE: Project Narrative for Uzelac Industries

VIA EMAIL: fuchs@pewaukee.wi.us

Nick, Staff & Commissioners:

Briohn Building Corporation ("Briohn") is pleased to present the following proposal ("Development") to the City of Pewaukee ("City") on behalf of Uzelac Industries, Inc ("Uzelac"). Uzelac is seeking approval from the City to construct a new facility of approximately 39,084 SF for production and assembly of commercial dryer systems. The proposed Development is located at the northwest intersection of Lindsay Road and Wilhar Road ("Property").

Entitlements

Uzelac is pursuing a rezone, comprehensive plan amendment, new certified survey map ("CSM"), site plan, and architectural approvals from the City.

The Property is currently three parcels (TaxKeys PWC 0866996, PWC 0866996002, and PWC 0866996003) for a combined total of 6.69 acres. A new CSM is proposed to combine all three TaxKeys into one lot.

The Development requires an amendment of the current zoning for all three TaxKeys from Rs-2 to M-2, the Limited Industrial District. This is consistent with the adjacent use to the east, separately proposed development to the west, and planned zoning to the north. Uzelac business operations are not detrimental to the immediate surrounding areas by reason on smoke, odor, noise, dust, liquid, flash, traffic, physical appearance, or other similar factors as outlined in the municipal code Section 17.0424.

The Development also requires an amendment to the 2050 Land Use Plan for TaxKeys PWC 0866996002 and PWC 0866996003 from Medium Density Residential to Manufacturing/Fabrication/Warehousing. This is consistent with adjacent uses to the north, east, and west.

DESIGN / BUILD
CONSTRUCTION

ARCHITECTURAL
DESIGN

DEVELOPMENT

PROPERTY
MANAGEMENT

The Development will be fully sprinkled, Type 2B construction with a primary occupancy of F-1 (manufacturing) and secondary occupancies of S-1 (storage moderate hazard) and B (business – office). The Development will meet M-2 bulk zoning requirements*.

Code Requirement	M-2 Zoning	Development
Min Lot Area	2 acres	6.69 acres
Building Square Footage	-	39,103 SF
Building Setback – ROW – Lindsay Rd	45'	184.2'
Building Setback – ROW – Wilhar Rd	45'	71.2'
Building Setback – side	25'	184.4'
Building Setback – rear	25'	234.6'
Wetland Setback	25'	30.1'
Max Building Height – principal*	35'	39'6"
Parking		33 standard stalls 2 ADA van stalls

*Due to Uzelac's manufacturing process, a minimum hook height of 26' is required, driving the building to 36'-6" for the typical wall panel height. As architectural detail, we will have some wall panels at south and east elevations extend to 39'-6" to serve as screen for office rooftop mechanical units. Briohn met with the City planner and fire chief to discuss entitlements and life/safety as the proposed design exceeds the maximum building height allowable per code in the M2 district. Collectively, Briohn and the City determined the zoning district shall remain M2, as the use and all other bulk site development regulations are met, with an exception to allow the building height up to the heights noted.

Site Plan

The Development is situated north of Lindsay Road, west of Wilhar Road and proposed to be approximately 39,084 SF. There are two main ingress and egress access driveways – one off Lindsay Road dedicated to all truck traffic and one off Wilhard Road dedicated to all vehicular traffic. The Development is served by (2) at-grade overhead doors and (2) dock overhead doors. All stormwater mitigation will be retained onsite with a detention pond creating a natural buffer between Lindsay Road and the Development. A wetland delineation confirmed wetlands are on-site and will not be impacted by the proposed Development. The Property is sizable enough for a future addition to approximately double the proposed Development; Uzelac is not seeking explicit approval of the expansion at this time, but notably is interested in making a long-term investment within the City.

Architecture

The materials are painted precast concrete wall panels along with dark anodized aluminum window framing and tinted low-e glazing. There will be two main gray colors, with the darker color marking the corners and roofline, and the office area. The white color forms the remainder, with light grey accent bands. A green accent paint band sits above the clerestory shop area windows, and above the office entry doors. White aluminum trim will occur as a canopy edge and entry portal over the southeast corner at the office entry. This office corner faces Lindsay and Wilhar Roads, with landscaped stormwater management areas in front of the building. The wall panels extend taller at the office wall to screen the rooftop mechanical units from street view. The dock area faces westward, away from the intersection and from current residential properties. The facility has limited dock usage, having only one recessed dock and two drive-in overhead doors. The products

made and assembled within the building will primarily be loaded onto flatbed trailers inside the building which minimizes the amount of trucks out on site.

Construction

Construction of the Development will be completed in one phase and is currently anticipated to begin August 2024 (via early start permission) with occupancy April 2025.

Conclusion

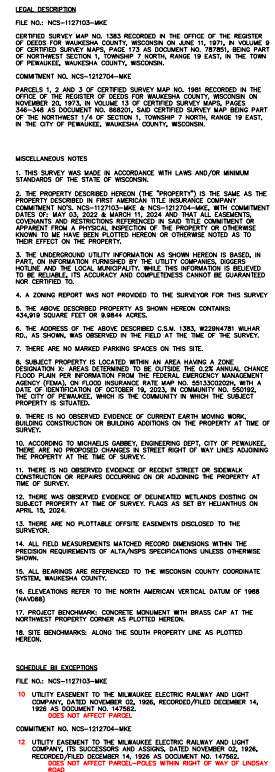
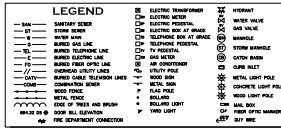
Uzelac is seeking City approvals to construct approximately a 39,084 SF facility for production and assembly of commercial dryer systems.

Please do not hesitate to contact me with additional questions. We look forward to collaborating with the City of Pewaukee on this proposed Development.

Thank you,

Caitlin LaJoie

Caitlin LaJoie
Director of Land Development
clajoie@briohn.com
262-307-8792



TO: BROWN LAND DEVELOPMENT LLC, FIRST AMERICAN TITLE INSURANCE COMPANY, WILLIAM AND RAY L. COLEMAN AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, KUSHMAN ENTERPRISES, INC., A WISCONSIN CORPORATION.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2016, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a)(b), 7a, 7b, 7c, 8, 9, 11, 12, 16, 17, 18 AND 19 OF TABLE A THEREOF PURSUANT TO THE ADOPTION STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF COMPLETION OF THIS SURVEY. THE DETAILS, THAT ARE OF PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF WISCONSIN, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

APRIL 24, 202
DATE

MICHAEL J. BERRY, P.L.S.



ALTA/NSPS LAND TITLE SURVEY
FOR
LINDSAY ROAD
LINDSAY RD. & WILHAR RD.
PEWAUKEE, WI

DRAWN BY:	DHS	DATE:	APRIL 24, 2024
CHECKED BY:	MJB	DRAWING NO.	AL - 0
CSE JOB NO.:	AL-0-24-039	SHEET	1 OF 1



BRIOHN BUILDING CORPORATION

Briohn Building Corporation
c/o Caitlin LaJoie
3885 N Brookfield Road
Brookfield, WI 53045

June 10, 2024

DESIGN / BUILD CONSTRUCTION

City of Pewaukee
Office of the Planner and Community Development Director
W240N3065 Pewaukee Road
Pewaukee, WI 53072

RE: Uzelac Industries Response Letter 1 (Comprehensive Plan Master
Amendment, Rezoning, Certified Survey Map, and Site & Building Plan Review)

Nick & Staff,

ARCHITECTURAL DESIGN

Thank you for reviewing and providing feedback on the proposed Lakeland
Addition. Below please find [responses in blue](#). We look forward to continued
collaboration with Staff in advance of the March 21, 2024 Plan Commission
meeting.

Comments and Recommendations: [\[Comments received from the City on May
21, 2024.\]](#)

DEVELOPMENT

Below are comments and recommendations for the proposed development
application for property located at Tax Key Nos. PWC 0866996, 8866996002,
and 0866996003.

1. General

- a. Note that the M-2 District requires a minimum street setback of 45-feet.
The CSM and site plans show a minimum required setback of 50-feet.
Please revise accordingly.

[RESPONSE: Site Plans have been updated to show minimum required
setback of 45 feet.](#)

- b. How many employees are anticipated?

[RESPONSE: Approximately twenty-five \(25\) full time employees are
anticipated with the ability to grow in the future.](#)

- c. Is any outdoor storage proposed?

[RESPONSE: Outdoor storage is not proposed.](#)

PROPERTY MANAGEMENT

2. Natural Resources

- a. How will the wetland be protected onsite during construction? Staff anticipates recommending that the wetland boundary be staked onsite with orange construction fencing to ensure this area is not disturbed during construction. Furthermore, the wetland setback area that is disturbed must be restored to its natural state following any disturbance.

RESPONSE: Additional orange construction fence has been called out and shown on the erosion control plan, notes of restoration have been added to the grading and erosion control plan. .

3. Signage

- a. Is the only signage anticipated the wall sign as shown on the renderings? Note that a separate sign permit will be required.

RESPONSE: Correct. The only wall signage is as shown on the renderings; current, a monument sign is not being contemplated. Directional signage may be included with the sign permit submittal.

4. Site Plan

- a. Please illustrate the vision triangle at the corner of Lindsay Road and Wilhar Road in accordance with Section 17.0603.

RESPONSE: Vision Corner has been added to the plans.

5. Landscape Plan

- a. Staff recommends that additional plantings be added along the west property line between the plantings currently shown and Lindsay Road to the south. Plantings should be added as far south as possible without impairing visibility from entering and exiting the site.

RESPONSE: Additional plantings added along the west property line.

- b. Plantings are located within the Lindsay Road right-of-way. These plantings must be relocated onto the property.

RESPONSE: Plantings moved out of the Lindsay Road right-of-way and onto the property.

- c. Considering the residential neighborhood to the south, staff recommends additional plantings between the future parking area and the infiltration basin, and as much landscaping as feasible, while still preserving necessary access to the storm water facilities, adjacent to Lindsay Road.

RESPONSE: Evergreen plantings added between the infiltration basin and future parking.

- d. Will any of the existing vegetation remain, particularly along Lindsay Road?

RESPONSE: Existing vegetation is not high quality and none of it should be saved. It is all scrubby shrubs and dead ash. The existing vegetation along

Lindsay Road shall be replaced with new vegetation located further back from the existing overhead power lines (see image below).



6. Parking

- a. Are any trucks, trailers, or commercial vehicles stored overnight? If so, where will these types of vehicles be kept onsite?

RESPONSE: No, there will not be any overnight parking of trucks, trailers, or commercial vehicles.

7. Lighting

- a. Note the peak height of light poles measured from ground level is 20-feet. Is the proposed parking lot light 22-feet tall considering the base?

RESPONSE: Revised plan includes 17' poles on a 2' base and is in compliance to not exceed the peak height of 20'.

8. Other

- a. Will screening be placed around the rooftop mechanicals? How tall are the mechanicals compared to the parapet wall?

RESPONSE: There will be two RTU's with locations approximately as shown on roof plan. They serve office area only, and will be 50" tall. For screening, they are placed behind taller precast wall panels facing both Lindsay Rd and Wilhar Rd, which are 36" taller than the main roof panels. The RTU's are set back at least 15' from the exterior. The combination of tall building height, the 15' minimum setback from wall, and precast screening panels from road will keep the units from view along the adjacent roads.

- b. Note that final grading, erosion control, and storm water management approvals will be required by the Engineering Department prior to any land disturbing activities.

RESPONSE: This is understood, final grading, erosion control and stormwater management approvals will be received prior to any land disturbing activities.

Please do not hesitate to contact me with additional questions. We look forward to collaborating with the City of Pewaukee on this proposed facility.

Thank you,



Caitlin LaJoie
Director of Land Development
clajoie@briohn.com
262-307-8792

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

DATE: July 15, 2024

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding **Resolution 24-07-13** Revising the 2024 Fee Schedule Related to Swimming Pool Inspections [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Resolution 24-07-13

RESOLUTION 24-07-13
A RESOLUTION TO AMEND THE 2024 FEE SCHEDULE
FOR THE CITY OF PEWAUKEE

WHEREAS, the City of Pewaukee Common Council has created a City Code of Ordinances; and

WHEREAS, the City of Pewaukee requires certain fees for services provided by the city as currently outlined in the sections of the Municipal Code; and

WHEREAS, the City Common Council has an obligation to the taxpayers in the City of Pewaukee to establish fair fees, cash bonds, and letters of credit requirements to offset the services and actual cost of City employees for review and inspection; and

WHEREAS, the City of Pewaukee adopted the 2024 Fee Schedule on December 18, 2023 through the passage of Resolution 23-12-24; and

WHEREAS, the City of Pewaukee decides from time to time, these fees for such approved activities within the City may be modified by the City Common Council by resolution; and

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

SECTION 1: SCHEDULE OF FEES.

The following portion of the Schedule of Fees for services provided by City of Pewaukee personnel shall be modified:

H. MISCELLANEOUS BUILDING/STRUCTURE FEES	
➤ Pools – above ground pools	\$100.00
➤ Pools – in ground pools	\$300.00

SECTION 2: EFFECTIVE DATE.

This resolution shall take effect upon passage and posting or publication as provided by law.

Dated the 15th, day of July, 2024.

CITY OF PEWAUKEE

ATTEST:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer

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

DATE: July 15, 2024

DEPARTMENT: PW - Engineering

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action to Adopt **Resolution 24-07-14** and the Final Engineers Report for Meadowbrook Farms Phase 1 Road Rehabilitation [Wagner].

BACKGROUND:

In 2021, the Meadowbrook Farms Phase 1 Road Rehabilitation was bid, a public hearing was held, and the project was awarded. The construction was completed in 2021. Final close out of the project occurred in 2024. As such, we have completed the Final Engineers Report and Final Resolution for the project.

FINANCIAL IMPACT:

The requested action will finalize and adopt the special assessments and attendant Engineer's Report.

RECOMMENDED MOTION:

Council approve the final engineer's report and the adopt the final resolution

ATTACHMENTS:

Description

Resolution 24.07.14

Final Engineers Report

RESOLUTION 24-07-14

**FINAL RESOLUTION LEVYING
SPECIAL ASSESSMENTS FOR MEADOWBROOK FARMS PHASE 1 SUBDIVISION
PAVEMENT RECONDITIONING AND RELATED FACILITIES
(PURSUANT TO SECTION 66.0703, WISCONSIN STATUTES)**

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

WHEREAS, the Common Council of the City of Pewaukee did authorize the cost of the road rehabilitation, drainage improvements, and appurtenances of Meadowbrook Farms Phase 1; and,

WHEREAS, the Common Council of the City of Pewaukee, Waukesha County, Wisconsin held a public hearing at City Hall Common Council Chambers, located at W240N3065 Pewaukee Road, Pewaukee, WI at 6:30 p.m. on the 17th day of May 2021 to receive comments from those property owners directly affected by such improvements; and,

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

1. That the final report prepared by the City Engineer dated July 15, 2024, is hereby adopted and made a part of this resolution.
2. That the total cost of said improvement of \$ 445,386.38 including engineering and contingency fees, be paid by assessing the cost to the properties benefited as shown in the said report and based upon the adopted special assessment policies of the City of Pewaukee.
3. That the benefit shown in the report, as modified, is true and correct and has been determined on a reasonable basis and is hereby confirmed.
4. That this assessment is an exercise of the police power of the City of Pewaukee and has been determined on a reasonable basis and will result in a benefit to each and every property being assessed.
5. That the Common Council has previously determined that the bid for the drainage improvements of and road rehabilitation of Meadowbrook Farms Phase 1 to Payne and Dolan of Walbec Group, Incorporated based on the lowest qualified bid be accepted and that contract was thereupon let to said bidder in the bid amount of \$ 413,417.76.
6. That the payment for the debt incurred for the curb and road be made by assessing the cost to the property benefited and on the following terms and conditions:
 - a. **Road Assessment:**
 - i. The Road Assessment is \$ 4,165.32 per unit, which is capped at \$ 2,756.00 per unit for single-family, duplex, and residential

condominium properties. That the assessments may be paid in cash in full on or before October 31, 2024, or in ten annual installments to the City Treasurer, installment payments to bear simple annual interest at the rate of 3.25% per annum on the unpaid balance and said first installment being due on the date when real estate taxes are due and annually by October 31st thereafter. All assessments are due at the time of sale. All assessments or installments which are not paid by the date specified shall be extended upon the tax roll as a delinquent tax against the property and all proceedings in relation to the collection, return, and sale of the property for delinquent real estate taxes shall apply to such special assessment, except as otherwise provided by statute.

7. That the City Clerk shall publish this Final Resolution as a Class 1 Notice in the area upon which this assessment is levied and shall mail a copy of this Resolution and a statement of the final assessment against the benefited properties to each property owner who appears on the assessment roll, whose post office address is known or can, with reasonable diligence, be ascertained. In the notice published and mailed, a map shall be enclosed and shall be published and mailed with the notice as will reasonably describe the area upon which this assessment is being levied. This assessment is levied upon all properties within the project area having direct access to Meadowbrook Farms Phase 1. Each of said property owners shall be assessed in accordance with the Engineer's Report.

This Final Resolution is passed and adopted on the 15th day of July 2024.

CITY OF PEWAUKEE

ATTEST:

Steve Bierce Mayor

Kelly Tarczewski Clerk/Treasurer

Final Report of the Engineer
On the Proposed Meadowbrook Farms Phase 1
Pavement Rehabilitation Assessments
In The City of Pewaukee

In accordance with the resolution passed by the City Council of the City of Pewaukee, we herewith submit our report on assessments for the rehabilitation of Deer Haven Court, Shooting Star Court, and Shooting Star Road, sanitary improvements along Rockwood Drive, Shooting Star Court, and Shooting Star Road, drainage improvements along Deer Haven Court, Glenwood Lane, Shooting Star Court, and Shooting Star Road, and water main improvements along Deer Haven Court, Shooting Star Court, and Shooting Star Road to be made in the City of Pewaukee. All data shown here is based on final prices.

The report consists of the following Schedules:

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

Schedule "B": Legal descriptions, dated January 2021, and maps, dated December 2020, of all parcels within the assessment district.

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

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

Magdelene J. Wagner, P.E.
Director of Public Works/City Engineer
City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072
July 15, 2024

Prepared by:
Brian G. Leightner, P.E.
Civil Engineer
July 2, 2024

Schedule “A” – Meadowbrook Farms Phase 1

The City of Pewaukee has completed the pavement rehabilitation of Deer Haven Court, Shooting Star Court, and Shooting Star Road. The improvements consist of road rehabilitation, curb repair, inlet and drainage repair, sanitary manhole repair, water valve repair, and related facilities.

The City of Pewaukee also completed the repairs of sanitary manholes on Rockwood Drive as well as storm inlet installation and manhole replacement on Glenwood Lane.

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

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

Sanitary sewer repairs are paid for by the Sewer Utility.

Water main repairs are paid for by the Water Utility.

It is recommended the costs for the improvements in Deer Haven Court, Shooting Star Court, and Shooting Star Road be determined on a unit basis.

UNIT RATE COMPUTATIONS

Road Rehabilitation Unit Rate – Meadowbrook Farms Phase 1

Final Road Reconstruction Costs (see attached breakdown)	\$ 234,533.67
Engineering, Administration, & Contingencies	\$ 57,038.54
Total Final Road Reconstruction Assessable Costs	\$ 291,572.21

$\frac{\$ 291,572.21}{70 \text{ units}} = \$ 4,165.32/\text{unit}$ as the road rehabilitation Unit Rate¹.

Storm Water Management – Meadowbrook Farms Phase 1

Final Storm Utility Costs (see attached breakdown)	\$ 91,249.34
Engineering, Administration, & Contingencies	\$ 22,191.82
Total Final Storm Utility Costs	\$ 113,441.16

Sanitary Sewer Utility – Meadowbrook Farms Phase 1

Final Sanitary Sewer Costs (see attached breakdown)	\$ 28,620.08
Engineering, Administration, & Contingencies	\$ 6,960.40
Total Final Sanitary Sewer Costs	\$ 35,580.48

Water Utility – Meadowbrook Farms Phase 1

Final Water Utility Costs (see attached breakdown)	\$ 3,855.00
Engineering, Administration, & Contingencies	\$ 937.54
Total Final Water Utility Costs	\$ 4,792.54

COST SUMMARY

Cost Summary

Total Project Costs	\$ 445,386.38
Total Road Assessable Costs (deduct)	\$ (192,920.00)
Sanitary Sewer Costs (deduct)	\$ (35,580.48)
Storm Utility Costs (deduct)	\$ (113,441.16)
Water Utility Costs (deduct)	\$ (4,792.54)
Net non-assessable and City Costs	\$ 98,652.21

¹ A maximum assessment of \$ 2,756.00 (2021 Pavement Cap) is assessed to single-family, duplex, and condominium residential properties.

Computation of Costs
Total Rehabilitation Project Costs

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	1	\$ 250.00	\$ 250.00
2	Traffic control	L.S.	1	\$ 250.00	\$ 250.00
3	Inlet sediment guards type "C"	EA.	24	\$ 65.00	\$ 1,560.00
4	Dust control using water (Ordered by Engineer)	1000 GAL	-	\$ 15.06	\$ -
5	Full-depth saw-cut pavement	L.F.	100	\$ 7.75	\$ 775.00
6	Full-depth pavement milling	S.Y.	9,666	\$ 3.68	\$ 35,570.88
7	1 1/4-inch crushed limestone T.B. base aggregate	TON	258.67	\$ 20.00	\$ 5,173.40
8	3/4-inch crushed limestone T.B. base aggregate	TON	156.43	\$ 20.00	\$ 3,128.60
9	Excavation below subgrade	C.Y.	325.88	\$ 24.58	\$ 8,010.13
10	Excavation below subgrade backfill	TON	651.80	\$ 14.88	\$ 9,698.78
11	Geo-grid subgrade stabilization material.	S.Y.	977.67	\$ 4.13	\$ 4,037.78
12	3 1/4-inch asphaltic concrete binder course	TON	1,825.29	\$ 48.69	\$ 88,873.37
13	Tack coat	GAL	525	\$ 0.01	\$ 5.25
14	1 3/4-inch asphaltic concrete surface course	TON	1,111.59	\$ 57.91	\$ 64,372.18
15	30-inch concrete curb and gutter replacement	L.F.	96.20	\$ 45.00	\$ 4,329.00
16	30" HES concrete curb and gutter replacement	L.F.	161	\$ 49.00	\$ 7,889.00
17	Mountable concrete curb and gutter replacement	L.F.	261.30	\$ 50.00	\$ 13,065.00
18	Topsoil, seed, fertilizer, and mulch	S.Y.	111.68	\$ 12.50	\$ 1,396.00
19	Repair Inlet 20.2-048 W268N2205 Shooting Star Road	EA.	1	\$1,400.00	\$ 1,400.00
20	Repair Inlet 20.2-072 N22W26739 Shooting Star Road	EA.	1	\$2,000.00	\$ 2,000.00
21	Repair Inlet 20.2-068 N22W26619 Shooting Star Road	EA.	1	\$1,400.00	\$ 1,400.00
22	Repair Inlet 20.2-065 N22W26550 Shooting Star Road	EA.	1	\$2,000.00	\$ 2,000.00
23	6-inch Concrete Driveway Replacement Inlet 20.2-065	S.F.	58	\$ 20.00	\$ 1,160.00
24	Repair Inlet 20.2-066 N22W26579 Shooting Star Road	EA.	1	\$1,700.00	\$ 1,700.00

Total Rehabilitation Project Costs – Continued

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
25	Repair Inlet 20.1-046 W264N2045 Deer Haven Court - easement	EA.	1	\$1,100.00	\$ 1,100.00
26	Repair Inlet 20.1-038 N22W26497 Shooting Star Court	EA.	1	\$1,400.00	\$ 1,400.00
27	Repair Sanitary Manhole 20.2-002 Shooting Star Road	EA.	1	\$2,500.00	\$ 2,500.00
28	Repair Sanitary Manhole 20.2-006 Shooting Star Road	EA.	1	\$2,500.00	\$ 2,500.00
29	Repair Sanitary Manhole 20.1-002 Shooting Star Road	EA.	1	\$ 750.00	\$ 750.00
30	Repair Sanitary Manhole 20.1-003 Shooting Star Court	EA.	1	\$2,500.00	\$ 2,500.00
31	Repair Water Valve 20.1-H5 Deer Haven Court	EA.	1	\$ 250.00	\$ 250.00
32	Repair Water Valve 20.1-030 Deer Haven Court	EA.	1	\$ 450.00	\$ 450.00
33	Repair Water Valve 20.1-H3 Deer Haven Court	EA.	1	\$ 550.00	\$ 550.00
34	Repair Water Valve 20.1-031 Shooting Star Road	EA.	1	\$ 450.00	\$ 450.00
35	Repair Water Valve 20.2-008 Shooting Star Road	EA.	1	\$ 450.00	\$ 450.00
36	Repair Water Valve 20.2-005 Shooting Star Road	EA.	1	\$ 450.00	\$ 450.00
37	Repair Water Valve 20.2-004 Shooting Star Road	EA.	1	\$ 550.00	\$ 550.00
38	Repair Water Valve 20.2-003 Shooting Star Road	EA.	1	\$ 250.00	\$ 250.00
39	Repair Water Valve 20.2-012 Shooting Star Road	EA.	1	\$ 450.00	\$ 450.00
40	Televised Sewer Piping Cleaning and Inspection	L.F.	535.20	\$ 12.63	\$ 6,759.58
41	12-inch Diameter CIPP lining INL 20.2-066 in Shooting Star Road	L.F.	28.50	\$ 188.89	\$ 5,383.37
42	15-inch Diameter CIPP lining MH 20.2-122 to MH 20.2-123 in Shooting Star Road	L.F.	329	\$ 62.63	\$ 20,605.27
MA- A1	Repair Sanitary Manhole 23.2-010 Rockwood Drive	EA.	1	\$1,950.04	\$ 1,950.04
MA- A2	Repair Sanitary Manhole 23.3-025 Rockwood Drive	EA.	1	\$1,950.04	\$ 1,950.04

Total Rehabilitation Project Costs – Continued

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
MA-A3	Asphaltic Concrete Trench Patch-Glenwood Lane	S.Y.	37.3	\$ 175.00	\$ 6,527.50
MA-A4	1 1/4-inch crushed limestone T.B. base aggregate-Glenwood Lane	TON	0	\$ 11.87	\$ -
MA-A5	3/4-inch crushed limestone T.B. base aggregate-Glenwood Lane	TON	0	\$ 11.87	\$ -
MA-A6	Storm Inlet-Glenwood Lane	EA.	2	\$3,650.00	\$ 7,300.00
MA-A7	12-inch RCP CL V storm Sewer in Slurry Backfill-Glenwood Lane	L.F.	31	\$ 250.00	\$ 7,750.00
MA-A8	Remove and Reset Mailbox-Glenwood Lane	EA.	0	\$ 150.00	\$ -
MA-A9	Topsoil, seed, fertilizer and mulch-Glenwood Lane	S.Y.	9.53	\$ 12.50	\$ 119.13
MA-A10	30-inch concrete curb and gutter replacement-Glenwood Lane	L.F.	29	\$ 50.00	\$ 1,450.00
MA-A11	Televised Sewer Piping Cleaning and Inspection-Glenwood Lane	L.F.	31	\$ 58.59	\$ 1,816.29
MA-A12	Storm Manhole-Glenwood Lane	EA.	0	\$4,000.00	\$ -
MA-A13	6-inch Drain Tile-Glenwood Lane	L.F.	6.5	\$ 85.00	\$ 552.50
WCD 1.1	Remove internal seal for inspection	EA.	14	\$ 250.00	\$ 3,500.00
WCD 1.2	Reinstall Internal Seal	EA.	5	\$ 500.00	\$ 2,500.00
WCD 1.3	Install Internal /External Seal	EA.	9	\$ 700.00	\$ 6,300.00
WCD 1.4	Chimney Repair	VI	9	\$ 350.00	\$ 3,150.00
WCD 1.5	New Frame & Cover	EA.	1	\$1,000.00	\$ 1,000.00
WCD 1.6	Remove and Replace 12 inch RCP from INL 20.2-069 to INL 20.2-070	LF	28	\$ 250.00	\$ 7,000.00
Subtotal of Contract					\$358,258.09
Engineering, Administration, & Contingencies					\$ 87,128.29
Total Project Costs					\$445,386.38

Total Project Costs = \$ 445,386.38

Total Road Rehabilitation & Assessment Costs

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.70	\$ 250.00	\$ 175.00
2	Traffic control	L.S.	0.70	\$ 250.00	\$ 175.00
3	Inlet sediment guards type "C"	EA.	12	\$ 65.00	\$ 780.00
4	Dust control using water (Ordered by Engineer)	1000 GAL	0	\$ 15.06	\$ -
5	Full-depth saw-cut pavement	L.F.	100	\$ 7.75	\$ 775.00
6	Full-depth pavement milling	S.Y.	9666	\$ 3.68	\$ 35,570.88
7	1 1/4-inch crushed limestone T.B. base aggregate	TON	258.67	\$ 20.00	\$ 5,173.40
8	3/4-inch crushed limestone T.B. base aggregate	TON	156.43	\$ 20.00	\$ 3,128.60
9	Excavation below subgrade	C.Y.	325.88	\$ 24.58	\$ 8,010.13
10	Excavation below subgrade backfill	TON	651.8	\$ 14.88	\$ 9,698.78
11	Geo-grid subgrade stabilization material.	S.Y.	977.67	\$ 4.13	\$ 4,037.78
12	3 1/4-inch asphaltic concrete binder course	TON	1825.29	\$ 48.69	\$ 88,873.37
13	Tack coat	GAL	525	\$ 0.01	\$ 5.25
14	1 3/4-inch asphaltic concrete surface course	TON	1111.59	\$ 57.91	\$ 64,372.18
15	30-inch concrete curb and gutter replacement	L.F.	48.1	\$ 45.00	\$ 2,164.50
16	30" HES concrete curb and gutter replacement	L.F.	80.5	\$ 49.00	\$ 3,944.50
17	Mountable concrete curb and gutter replacement	L.F.	130.65	\$ 50.00	\$ 6,532.50
18	Topsoil, seed, fertilizer, and mulch	S.Y.	89.344	\$ 12.50	\$ 1,116.80
Subtotal of Contract					\$234,533.67
Engineering, Administration, & Contingencies					\$ 57,038.54
Total Project Costs					\$291,572.21

Total Units abutting the Road = 70 units

Computation of Unit Cost: $\frac{\$ 291,572.21}{70 \text{ units}} = \$ 4,165.32/\text{unit}$

Use \$ 4,165.32/unit as the Road Rehabilitation Unit Rate¹.

¹ A maximum assessment of \$ 2,756.00 (2021 Pavement Cap) is assessed to single-family, duplex, and condominium residential properties.

Total Storm Water Utility Costs

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.25	\$ 250.00	\$ 62.50
2	Traffic control	L.S.	0.25	\$ 250.00	\$ 62.50
3	Inlet sediment guards type "C"	EA.	12	\$ 65.00	\$ 780.00
15	30-inch concrete curb and gutter replacement	L.F.	48.1	\$ 45.00	\$ 2,164.50
16	30" HES concrete curb and gutter replacement	L.F.	80.5	\$ 49.00	\$ 3,944.50
17	Mountable concrete curb and gutter replacement	L.F.	130.65	\$ 50.00	\$ 6,532.50
18	Topsoil, seed, fertilizer, and mulch	S.Y.	22.336	\$ 12.50	\$ 279.20
19	Repair Inlet 20.2-048 W268N2205 Shooting Star Road	EA.	1	\$ 1,400.00	\$ 1,400.00
20	Repair Inlet 20.2-072 N22W26739 Shooting Star Road	EA.	1	\$ 2,000.00	\$ 2,000.00
21	Repair Inlet 20.2-068 N22W26619 Shooting Star Road	EA.	1	\$ 1,400.00	\$ 1,400.00
22	Repair Inlet 20.2-065 N22W26550 Shooting Star Road	EA.	1	\$ 2,000.00	\$ 2,000.00
23	6-inch Concrete Driveway Replacement Inlet 20.2-065	S.F.	58	\$ 20.00	\$ 1,160.00
24	Repair Inlet 20.2-066 N22W26579 Shooting Star Road	EA.	1	\$ 1,700.00	\$ 1,700.00
25	Repair Inlet 20.1-046 W264N2045 Deer Haven Court - easement	EA.	1	\$ 1,100.00	\$ 1,100.00
26	Repair Inlet 20.1-038 N22W26497 Shooting Star Court	EA.	1	\$ 1,400.00	\$ 1,400.00
40	Televised Sewer Piping Cleaning and Inspection	L.F.	535.2	\$ 12.63	\$ 6,759.58
41	12-inch Diameter CIPP lining INL 20.2-066 in Shooting Star Road	L.F.	28.5	\$ 188.89	\$ 5,383.37
42	15-inch Diameter CIPP lining MH 20.2-122 to MH 20.2-123 in Shooting Star Road	L.F.	329	\$ 62.63	\$ 20,605.27
MA-A3	Asphaltic Concrete Trench Patch-Glenwood Lane	S.Y.	37.3	\$ 175.00	\$ 6,527.50
MA-A4	1 1/4-inch crushed limestone T.B. base aggregate-Glenwood Lane	TON	0	\$ 11.87	\$ -
MA-A5	3/4-inch crushed limestone T.B. base aggregate-Glenwood Lane	TON	0	\$ 11.87	\$ -
MA-A6	Storm Inlet-Glenwood Lane	EA.	2	\$ 3,650.00	\$ 7,300.00

Total Storm Water Utility Costs – Continued

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
MA-A7	12-inch RCP CL V storm Sewer in Slurry Backfill-Glenwood Lane	L.F.	31	\$ 250.00	\$ 7,750.00
MA-A8	Remove and Reset Mailbox-Glenwood Lane	EA.	0	\$ 150.00	\$ -
MA-A9	Topsoil, seed, fertilizer, and mulch-Glenwood Lane	S.Y.	9.53	\$ 12.50	\$ 119.13
MA-A10	30-inch concrete curb and gutter replacement-Glenwood Lane	L.F.	29	\$ 50.00	\$ 1,450.00
MA-A11	Televised Sewer Piping Cleaning and Inspection-Glenwood Lane	L.F.	31	\$ 58.59	\$ 1,816.29
MA-A12	Storm Manhole-Glenwood Lane	EA.	0	\$ 4,000.00	\$ -
MA-A13	6-inch Drain Tile-Glenwood Lane	L.F.	6.5	\$ 85.00	\$ 552.50
WCD 1.6	Remove and Replace 12 inch RCP from INL 20.2-069 to INL 20.2-070	LF	28	\$ 250.00	\$ 7,000.00
Subtotal of Contract					\$ 91,249.34
Engineering, Administration, & Contingencies					\$ 22,191.82
Total Project Costs					\$113,441.16

Total Storm Water Utility Costs = \$ 113,441.16

Total Sanitary Sewer Utility Costs

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Final</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.04	\$ 250.00	\$ 10.00
2	Traffic control	L.S.	0.04	\$ 250.00	\$ 10.00
27	Repair Sanitary Manhole 20.2-002 Shooting Star Road	EA.	1	\$ 2,500.00	\$ 2,500.00
28	Repair Sanitary Manhole 20.2-006 Shooting Star Road	EA.	1	\$ 2,500.00	\$ 2,500.00
29	Repair Sanitary Manhole 20.1-002 Shooting Star Road	EA.	1	\$ 750.00	\$ 750.00
30	Repair Sanitary Manhole 20.1-003 Shooting Star Court	EA.	1	\$ 2,500.00	\$ 2,500.00
MA-A1	Repair Sanitary Manhole 23.2-010 Rockwood Drive	EA.	1	\$ 1,950.04	\$ 1,950.04
MA-A2	Repair Sanitary Manhole 23.3-025 Rockwood Drive	EA.	1	\$ 1,950.04	\$ 1,950.04
WCD 1.1	Remove internal seal for inspection	EA.	14	\$ 250.00	\$ 3,500.00
WCD 1.2	Reinstall Internal Seal	EA.	5	\$ 500.00	\$ 2,500.00
WCD 1.3	Install Internal /External Seal	EA.	9	\$ 700.00	\$ 6,300.00
WCD 1.4	Chimney Repair	VI	9	\$ 350.00	\$ 3,150.00
WCD 1.5	New Frame & Cover	EA.	1	\$ 1,000.00	\$ 1,000.00
Subtotal of Contract					\$28,620.08
Engineering, Administration, & Contingencies					\$ 6,960.40
Total Project Costs					\$35,580.48

Total Sanitary Sewer Utility Costs = \$ 35,580.48

Total Water Utility Costs

<u>Item</u>			<u>Final</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.01	\$ 250.00	\$ 2.50
2	Traffic control	L.S.	0.01	\$ 250.00	\$ 2.50
31	Repair Water Valve 20.1-H5 Deer Haven Court	EA.	1	\$ 250.00	\$ 250.00
32	Repair Water Valve 20.1-030 Deer Haven Court	EA.	1	\$ 450.00	\$ 450.00
33	Repair Water Valve 20.1-H3 Deer Haven Court	EA.	1	\$ 550.00	\$ 550.00
34	Repair Water Valve 20.1-031 Shooting Star Road	EA.	1	\$ 450.00	\$ 450.00
35	Repair Water Valve 20.2-008 Shooting Star Road	EA.	1	\$ 450.00	\$ 450.00
36	Repair Water Valve 20.2-005 Shooting Star Road	EA.	1	\$ 450.00	\$ 450.00
37	Repair Water Valve 20.2-004 Shooting Star Road	EA.	1	\$ 550.00	\$ 550.00
38	Repair Water Valve 20.2-003 Shooting Star Road	EA.	1	\$ 250.00	\$ 250.00
39	Repair Water Valve 20.2-012 Shooting Star Road	EA.	1	\$ 450.00	\$ 450.00
Subtotal of Contract					\$3,855.00
Engineering, Administration, & Contingencies					\$ 937.54
Total Project Costs					\$4,792.54

Total Water Utility Costs = \$ 4,792.54

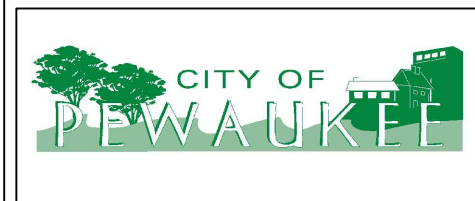
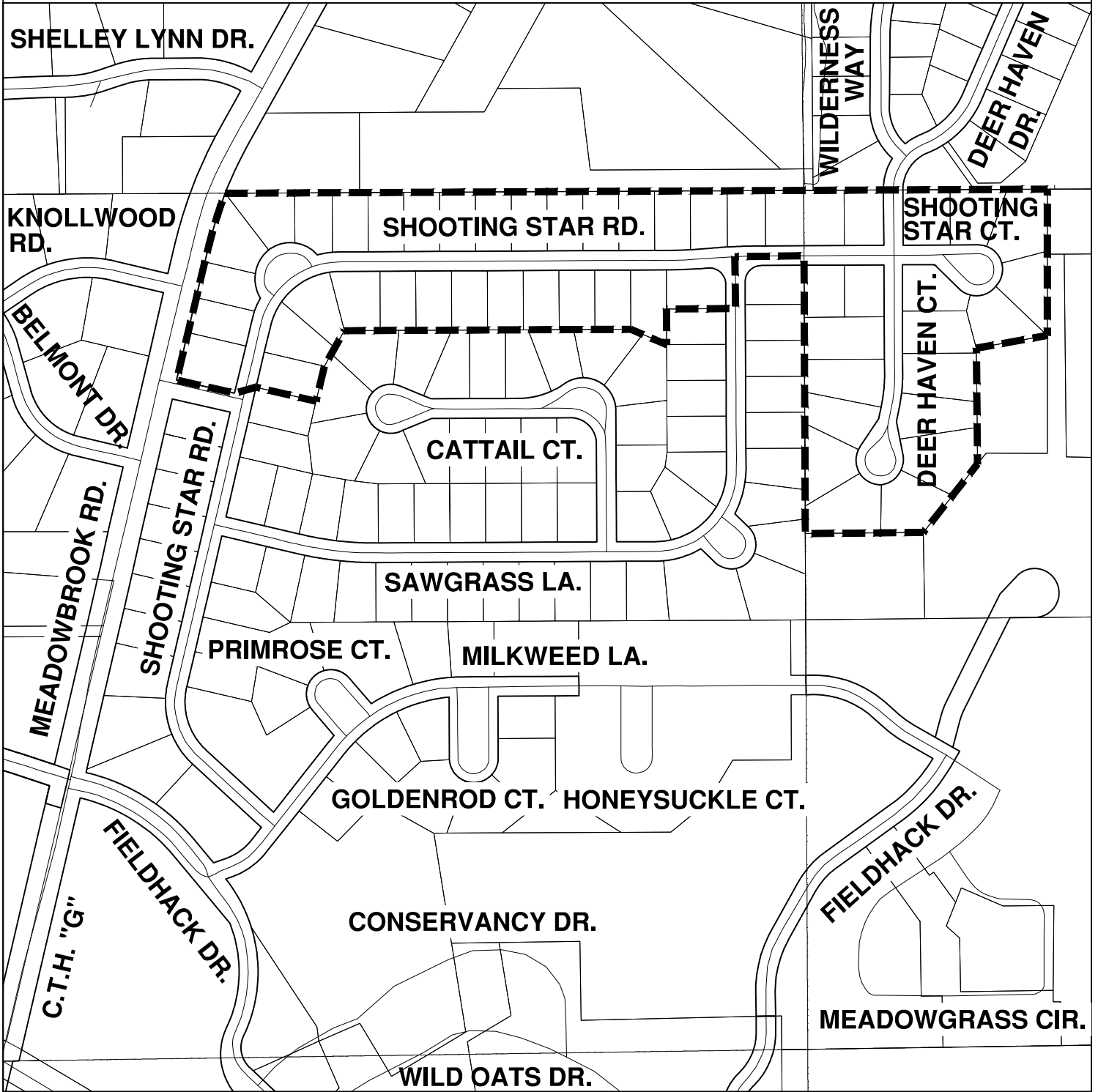
January 4, 2021

All that part of the NW $\frac{1}{4}$ and NE $\frac{1}{4}$ of Section 20, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin. Bound and Described as Follows:

Commencing at the SW corner of Lot 1 Block 1 of Phase 1 Meadowbrook Farms of Meadowbrook Estates also being the point of beginning of parcel to be described: Thence N 13°05'04"E Along the East R/W Line of Meadowbrook Rd., 370.58 Feet; Thence Continuing along said R/W 192.81 Feet Along the Arc of a Curve Whose Center is to the East and whose Cord Bears N17°35'10"E 192.61 Feet to a point in the North Line of the NW $\frac{1}{4}$ of Section 20, T7N, R19E; Thence Along said North Line N89°43'04"E 1777.06 Feet to the NW Corner of the NE $\frac{1}{4}$ of Section 20, T7N, R19E; Thence Along the North Line of Said NE $\frac{1}{4}$ N89°42'04"E 748.65 Feet to the NE Corner of Lot 149 Deerfield IV Subdivision; Thence S0°34'26"E Along the East Line of Said Subdivision 453.00 Feet to the NE Corner of Outlot 7 of Said Subdivision; Thence S79°49'35"W Along the North Line of said Outlot 7, 221.63 to the NW Corner of said Outlot 7; Thence S0°34'26"E Along the West Line of Said Outlot 7, 355.72 Feet to the SW Corner of Said Outlot 7; Thence S38°20'30"W 263.78 Feet to the NE Corner of Outlot 8 of said Subdivision; Thence S89°25'35"W 370.00 Feet to the NW Corner of Said Outlot 8 also being a point in the East Line of Phase III Meadowbrook Farms of Meadowbrook Estates; Thence N0°16'15"W Along Said East Line 824.52 Feet to the NE Corner of Lot 35 of Said Subdivision, Also Being The South R/W Line of Shooting Star Road; Thence S89°43'03"W Along said South R/W Line, 131.21 to a point of curvature; Thence Along the Arc of a Curve whose center is to the SE and whose chord Bears S44°43'25"W 70.70 feet and whose Radius is 50.00 feet, 78.53 Feet, To a point in the East R/W Line of Sawgrass Lane; Thence S0°16'13"E, Along Said East R/W Line, 69.97 Feet, To the SE Corner of said Lot 35; Thence S78°20'18"W 61.21 Feet to the SE Corner of lot 39 of Said Subdivision, Also Being a Point in the West R/W line of Sawgrass Lane; Thence S89°43'47"W 182.00 Feet to the SW Corner of Said Lot 39; Thence S0°16'13"E 110.00 Feet to the SW Corner of Lot 40 of Said Subdivision; Thence N66°41'54"W 119.97 Feet to the SW Corner of Said Lot 40; Thence S89°43'04"W 880.00 Feet to the SW Corner of Lot 48 of Said Subdivision; Thence S29°21'02"W 125.28 Feet to the NE Corner of Lot 1 Block 2 of Phase I Meadowbrook Farms Of Meadowbrook Estates; Thence S13°05'04"W 110.00 Feet to the SE Corner of Said Lot 1; Thence N76°54'56"W 190.00 Feet to the SW Corner of Said Lot 1, Also Being a Point in the East R/W Line of Shooting Star Road; Thence N13°05'04"E Along Said R/W Line 116.08 Feet; Thence N76°54'56"W 60.00 Feet to the NE Corner of Lot 1 Block 1 Phase I Meadowbrook Farms of Meadowbrook Estates Subdivision, Also Being a Point in the West R/W Line of Shooting Star Road; Thence S13°05'04"W Along Said R/W Line, 120.00 Feet to the SE Corner of Said Lot 1; Thence N76°54'56"W Along the S Line of said Lot 1 182.00 Feet to the SW Corner of Said lot 1, Also Being the point of Beginning.

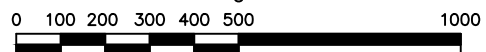
Dave Geis
Senior Engineering Technician
City of Pewaukee

MEADOWBROOK FARMS PHASE 1
ROAD RESURFACING
RD-21-57554
ROAD ASSESSMENT
CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN



LEGEND

■■■■■ ROAD ASSESSMENT
AREA BOUNDARY



SCALE IN FEET

DATE: DECEMBER 17, 2020

SCHEDULE C
FINAL ASSESSMENT ROLL
MEADOWBROOK FARMS PHASE 1 2021 PAVING
RD-21-57554

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
1	GREGORY J BORCA AND TROY A BORCA ET AL C/O LORRAINE BORCA N22W26496 SHOOTING STAR ROAD UNIT 1 PEWAUKEE WI 53072	PWC 0941001001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
2	JAMES L MORGAN AND FRANCES ADELE MORGAN N22W26496 SHOOTING STAR ROAD #2 PEWAUKEE WI 53072-6622	PWC 0941001002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
3	BRIAN J KIEFFER AND NATALIE F WOLSKI-KIEFFER N22W26492 SHOOTING STAR ROAD #1 PEWAUKEE WI 53072-6622	PWC 0941002001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
4	JUDY A FRENCH LIVING TRUST N22W26492 SHOOTING STAR RD UNIT 2 PEWAUKEE WI 53072-6622	PWC 0941002002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
5	ROSE FADROW AND CHERI L FADROW W263N2421 DEER HAVEN DRIVE PEWAUKEE WI 53072-4572	PWC 0941003	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
6	THOMAS C BURTON AND BARBARA A BURTON N22W26448 SHOOTING STAR COURT UNIT 1 PEWAUKEE WI 53072-6621	PWC 0941004001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
7	MARTHA L DAVIS N22W26448 SHOOTING STAR COURT #2 PEWAUKEE WI 53072-6621	PWC 0941004002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
8	THE VEENHUIS TRUST N22W26422 SHOOTING STAR COURT UNIT 1 PEWAUKEE WI 53072-6621	PWC 0941005001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
9	RANDY L EGAN AND CAROL EGAN 181 BONITA CT MARCO ISLAND FL 34145-3505	PWC 0941005002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
10	CHARLES J THOMAS AND JULIENNE A THOMAS N22W26497 SHOOTING STAR COURT UNIT 1 PEWAUKEE WI 53072	PWC 0941006001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
11	JAMES O & CAROL C WHITE TRUST N22W26497 SHOOTING STAR COURT #2 PEWAUKEE WI 53072	PWC 0941006002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
12	BRIAN K KANNASS AND KIM A KANNASS N22W26481 SHOOTING STAR COURT UNIT 1 PEWAUKEE WI 53072-6621	PWC 0941007001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00

SCHEDULE C
FINAL ASSESSMENT ROLL
MEADOWBROOK FARMS PHASE 1 2021 PAVING
RD-21-57554

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
13	SCOTT HOGGATT AND JUDY P HOGGATT N22W26481 SHOOTING STAR COURT UNIT 2 PEWAUKEE WI 53072-6621	PWC 0941007002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
14	KENNETH G GIRMSCHIED AND RUTH N GIRMSCHIED N22W26455 SHOOTING STAR COURT UNIT 1 PEWAUKEE WI 53072-6621	PWC 0941008001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
15	LAURIE A SCHWEIKERT N22W26455 SHOOTING STAR COURT UNIT 2 PEWAUKEE WI 53072	PWC 0941008002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
16	JODI J REISNER NKA JODI JEAN VICKARY W264N2062 DEER HAVEN COURT UNIT 1 PEWAUKEE WI 53072-6623	PWC 0941009001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
17	ROBERT BRILL AND GAIL BRILL W264N2062 DEER HAVEN COURT UNIT B PEWAUKEE WI 53072-6623	PWC 0941009002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
18	MICHAEL R & KATHLEEN R BARTMAN REVOCABLE TRUST W264N2058 DEER HAVEN COURT UNIT 1 PEWAUKEE WI 53072	PWC 0941010001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
19	KAREN J CHADWICK REVOCABLE TRUST W264N2058 DEER HAVEN COURT UNIT 2 PEWAUKEE WI 53072	PWC 0941010002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
20	BRADLEY WONDRA AND SARAH KINDLER W264N2044 DEER HAVEN COURT PEWAUKEE WI 53072-6623	PWC 0941011	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
21	SUE ANNE MARIE MYERS AND THOMAS E MYERS W264N2032 DEER HAVEN COURT UNIT A PEWAUKEE WI 53072-6623	PWC 0941012001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
22	THE MICHAEL AND DIANE SLATTERY FAMILY TRUST W264N2032 DEER HAVEN COURT UNIT B PEWAUKEE WI 53072-6623	PWC 0941012002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
23	WILLIAM J PESCHEL W264N2024 DEER HAVEN COURT UNIT A PEWAUKEE WI 53072-6623	PWC 0941013001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
24	GRANT A HERTEL AND SUSAN M HERTEL 14802 N SKOKIE CIRCLE PHOENIX AZ 85022-3675	PWC 0941013002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
25	PAMELA VOSS REVOCABLE TRUST W264N2031 DEER HAVEN COURT UNIT A PEWAUKEE WI 53072-6623	PWC 0941014001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00

SCHEDULE C
FINAL ASSESSMENT ROLL
MEADOWBROOK FARMS PHASE 1 2021 PAVING
RD-21-57554

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
26	DANIEL E TORPHY AND JUDITH A TORPHY REVOCABLE TRUST REVISED AND RESTATED W264N2031 DEER HAVEN COURT UNIT B PEWAUKEE WI 53072-6623	PWC 0941014002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
27	LAURA L SMILEY REVOCABLE TRUST W264N2045 DEER HAVEN COURT UNIT 1 PEWAUKEE WI 53072-6623	PWC 0941015001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
28	SPENCER THOMASON AND CONSTANCE THOMASON W264N2045 DEER HAVEN COURT UNIT 2 PEWAUKEE WI 53072	PWC 0941015002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
29	BECKY G SKOLUDA W264N2055 DEER HAVEN COURT UNIT A PEWAUKEE WI 53072-6623	PWC 0941016001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
30	MARGARET M KAUCIC W264N2055 DEER HAVEN COURT UNIT 2 PEWAUKEE WI 53072	PWC 0941016002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
31	SADOWSKI TRUST C/O TODD SADOWSKI & BARBARA BOYLAN W264N2069 DEER HAVEN COURT UNIT A PEWAUKEE WI 53072-6623	PWC 0941017001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
32	MORGAN TRUST 3930 AMBER TRAIL COLGATE WI 53017-9368	PWC 0941017002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
33	RAGEN 1995 REVOCABLE TRUST W264N2077 DEER HAVEN COURT UNIT A PEWAUKEE WI 53072-6623	PWC 0941018001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
34	JON A LAPORTE AND KATHY A LAPORTE W264N2077 DEER HAVEN COURT #2 PEWAUKEE WI 53072	PWC 0941018002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
35	ANN STYS 2023 REVOCABLE TRUST N20W26473 SHOOTING STAR ROAD UNIT 1 PEWAUKEE WI 53072	PWC 0941019001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
36	DEBRA L WEINER N20W26473 SHOOTING STAR ROAD UNIT 2 PEWAUKEE WI 53072-6622	PWC 0941019002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
37	CHRISTINA A SCHILLING N20W26499 SHOOTING STAR ROAD #1 PEWAUKEE WI 53072-6622	PWC 0941020001	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00

SCHEDULE C
FINAL ASSESSMENT ROLL
MEADOWBROOK FARMS PHASE 1 2021 PAVING
RD-21-57554

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
38	MARY L GILLETTE 2014 LIVING TRUST N20W26499 SHOOTING STAR ROAD #2 PEWAUKEE WI 53072-6622	PWC 0941020002	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
39	JAMES L STEIN AND JUDITH A STEIN W268N2161 SHOOTING STAR ROAD PEWAUKEE WI 53072-5467	PWC 0942013	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
40	RICHARD WILKINSON AND HEIDI C GUTENKUNST W268N2152 SHOOTING STAR ROAD PEWAUKEE WI 53072	PWC 0942014	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
41	KEVAN G TOBY AND ALEXIS A TOBY W268N2205 SHOOTING STAR ROAD PEWAUKEE WI 53072-5494	PWC 0942095	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
42	RICHARD FENGER W268N2221 SHOOTING STAR ROAD PEWAUKEE WI 53072-5494	PWC 0942096	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
43	NEIL KELLER AND LYNN KELLER W268N2223 SHOOTING STAR ROAD PEWAUKEE WI 53072	PWC 0942097	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
44	JAMES J LINDLAU N22W26794 SHOOTING STAR ROAD PEWAUKEE WI 53072-5493	PWC 0942098	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
45	JASON M SCHAAK AND ANN E SCHAAK N22W26788 SHOOTING STAR ROAD PEWAUKEE WI 53072-5493	PWC 0942099	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
46	PHILLIP J KUEHL AND LISA A KUEHL REVOCABLE TRUST N22W26772 SHOOTING STAR ROAD PEWAUKEE WI 53072-5493	PWC 0942100	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
47	KATHARINA IKUSZ N22W26746 SHOOTING STAR ROAD PEWAUKEE WI 53072-5493	PWC 0942101	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
48	JENNIFER A EDWARDSSEN N22W26732 SHOOTING STAR ROAD PEWAUKEE WI 53072	PWC 0942102	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
49	RONALD WISNIEWSKI AND CRISTI WISNIEWSKI N22W26696 SHOOTING STAR ROAD PEWAUKEE WI 53072	PWC 0942103	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
50	GRETCHEN A ZIPPERER SURVIVORS TRUST N22W26684 SHOOTING STAR ROAD PEWAUKEE WI 53072	PWC 0942104	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00

SCHEDULE C
FINAL ASSESSMENT ROLL
MEADOWBROOK FARMS PHASE 1 2021 PAVING
RD-21-57554

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
51	JAMES A HORMAN AND SUSAN A HORMAN N22W26672 SHOOTING STAR ROAD PEWAUKEE WI 53072-5492	PWC 0942105	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
52	TRUST AGREEMENT OF JAMES AND KATHLEEN KEES N22W26648 SHOOTING STAR ROAD PEWAUKEE WI 53072-5492	PWC 0942106	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
53	DONNA SCHOESSOW N22W26624 SHOOTING STAR ROAD PEWAUKEE WI 53072	PWC 0942107	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
54	JOEL P AND KATIE A SUSLER 2024 LIVING TRUST N22W26590 SHOOTING STAR ROAD PEWAUKEE WI 53072-5492	PWC 0942108	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
55	CHRISTOPHER G AND ROSEMARY T LESKO 2021 LIVING TRUST N22W26570 SHOOTING STAR ROAD PEWAUKEE WI 53072-5492	PWC 0942109	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
56	DAVID SCHILL AND JODIE SCHILL N22W26550 SHOOTING STAR ROAD PEWAUKEE WI 53072-5492	PWC 0942110	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
57	DANIEL G ZIMMER AND CARLA A ZIMMER N22W26520 SHOOTING STAR ROAD PEWAUKEE WI 53072	PWC 0942111	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
58	DENNIS E SCHENDEL AND BRENDA M SCHENDEL N22W26500 SHOOTING STAR ROAD PEWAUKEE WI 53072	PWC 0942112	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
59	NORMAN G MACKOWEY N22W26579 SHOOTING STAR ROAD PEWAUKEE WI 53072-5492	PWC 0942119	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
60	ROBERT D HALVERSON AND ANN HALVERSON N22W26593 SHOOTING STAR ROAD PEWAUKEE WI 53072	PWC 0942120	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
61	JOHNNY SANTIAGO AND LYNDIA L SANTIAGO N22W26619 SHOOTING STAR ROAD PEWAUKEE WI 53072-5492	PWC 0942121	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
62	NEIL & SHARON HAWES LIVING TRUST N22W26649 SHOOTING STAR ROAD PEWAUKEE WI 53072	PWC 0942122	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
63	MELISSA R BAUER N22W26663 SHOOTING STAR ROAD PEWAUKEE WI 53072-5492	PWC 0942123	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00

SCHEDULE C
FINAL ASSESSMENT ROLL
MEADOWBROOK FARMS PHASE 1 2021 PAVING
RD-21-57554

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	COST	ASSESSMENT CAP	TOTAL ASSESSMENT
64	JOSHUA W BROWN AND KATHERINE A BROWN N22W26677 SHOOTING STAR ROAD PEWAUKEE WI 53072-5492	PWC 0942124	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
65	ROBERT J & CHERYL L BURGER REVOCABLE TRUST DATED OCTOBER 15, 2014 N22W26691 SHOOTING STAR ROAD PEWAUKEE WI 53072-5492	PWC 0942125	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
66	JOANNE CARPENTIER-KASNER N22W26727 SHOOTING STAR ROAD PEWAUKEE WI 53072-5493	PWC 0942126	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
67	CHRISTIE JOINT REVOCABLE TRUST N22W26739 SHOOTING STAR ROAD PEWAUKEE WI 53072-5493	PWC 0942127	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
68	WAYNE W KRAUSE AND ELLA M KRAUSE JOINT IRREVOCABLE LIVING TRUST N22W26761 SHOOTING STAR ROAD PEWAUKEE WI 53072-5493	PWC 0942128	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
69	THE MICHAEL R BEST AND DONNA L BEST LIVING TRUST W268N2220 SHOOTING STAR ROAD PEWAUKEE WI 53072-5494	PWC 0942129	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00
70	ANTHONY J GONZALEZ AND JOANNA L GROH W268N2208 SHOOTING STAR ROAD PEWAUKEE WI 53072	PWC 0942130	Road Reconstruction	1.00	\$ 4,165.32	\$ 4,165.32	\$ 2,756.00	\$ 2,756.00

Total Contribution in aid of Road Construction 70 units \$ 192,920.00

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

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

DATE: July 15, 2024

DEPARTMENT: PW - Engineering

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding Interstate Partners Ridgeview Apartments Developer's Agreement and Establish the Value of the Letter of Credit [Wagner].

BACKGROUND:

Interstate Partner's received approval for their development a couple of years ago. They are now moving forward with their development.

The development consists of private roads and private storm sewers. The sanitary sewer and water main are public. Since these are public utilities, a Developer's Agreement is required to guarantee their installation.

The attached Developer's Agreement has been reviewed by Staff and the Attorney. We still have some minor corrections to make, but Staff is recommending approval of the agreement contingent on final review and approval by the City Engineer and City Attorney.

All public improvements are required to be guaranteed by a cash deposit or a letter of credit. The value is required to be 110% of the actual construction cost. Staff is recommending the value of the financial guarantee be established at \$490,000.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council approve the developer's agreement contingent on final approval from the City Engineer and City Attorney and establish the financial guarantee at \$490,000.

ATTACHMENTS:

Description

Draft Developer's Agreement

DEVELOPER'S AGREEMENT
FOR
Interstate Partners RidgeView Apartments
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this _____ day of _____, _____, between RidgeView LLC, a Wisconsin limited liability company, N16W23217 Stone Ridge Drive, Suite 200, Pewaukee, Wisconsin, hereinafter called "DEVELOPER", and the CITY of PEWAUKEE in the County of Waukesha and the State of Wisconsin, hereinafter called the "CITY".

WITNESSETH:

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

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

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

WHEREAS, said SUBJECT LANDS are presently zoned RM-3, which allows the above-described development; and

WHEREAS, the DEVELOPER may be required to grant additional outlots, right of way, or 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 City specifications, ordinances, standards, and this agreement and as required by the CITY Engineer, without cost to the CITY; and

WHEREAS, this agreement is necessary to implement the CITY zoning ordinances; and

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

WHEREAS, the CITY Plan Commission has given approval to the development, as shown on the documents 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, the DEVELOPER is now seeking from the CITY Common Council final approval of the DEVELOPER'S Agreement for the development.

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

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

A. SANITARY SEWER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS and necessary improvements, all in accordance with the plans, specifications and drawings attached hereto as Exhibit _____ and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the CITY and as approved by the CITY Engineer. All filling of the development must be complete to subgrade elevation if in a roadway or a minimum cover of 6 feet outside of the roadway or as otherwise approved by the City Engineer. All sanitary sewers shall be televised by the Developer thirty (30) days prior to final lift of paving. All reports and a copy of

the video tape shall be submitted to the City for review a minimum of ten (10) business days prior to paving.

3. To clean and televise the sanitary sewer system for the SUBJECT LANDS, repair any defects as determined by the CITY Engineer, supply the video tape to the CITY and clean all sewer lines prior to the issuance of building permits and acceptance of the improvements by the CITY.
4. That no occupancy permits shall be issued until sanitary sewer system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.
5. A Reserve Capacity Assessment for Sewer in the amount of \$3,502 per REU (2024 rate) multiplied by the set REUs, as adjusted annually, is payable for each Building Connection proposed in accordance with the rules and standards of the City prior to the issuance of a building permit for each building.
6. Sanitary sewer record drawings (as-builts) will be prepared by the City and all costs associated with the record drawings shall be billed by the City and paid by the Developer.

C. WATER: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the water system plans are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.
2. To construct, furnish, install and provide a complete water system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings 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. All filling of the development must be complete to subgrade elevation if in a roadway or a minimum cover of 4.5 feet outside of the roadway or as otherwise approved by the City Engineer.
3. That no occupancy permits shall be issued until the water system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.
4. The City has established a Water Utility which will sell water and charge for same at a rate approved by the Public Service Commission to all buildings in the SUBJECT LANDS on

an individual basis. A Reserve Capacity Assessment for water in the amount of \$6,006 per REU (2024 rate) multiplied by the set REUs,  as adjusted annually is understood to be payable upon each Building Connection proposed in accordance with the rules and standards of the City prior to issuance of a building permit for each building.

5. Water record drawings (as-builts) will be prepared by the City and all costs associated with the record drawings will be billed by the City and paid by the Developer.

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

1. Prior to the start of construction of surface and storm water facilities, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all surface and storm water drainage facilities plans are in conformance with all federal, state, county and CITY regulations, guidelines, specifications, laws and ordinances.
2. The DEVELOPER shall construct, install, furnish and provide adequate facilities for surface and storm water drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with this agreement, all approved plans, specifications, and all applicable federal, state, and CITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer and the plans have been attached hereto and marked Exhibit _____. All filling of the development must be complete to subgrade elevation if in a roadway or a minimum cover of 2 feet outside of the roadway or as otherwise approved by the City Engineer. Maintenance of the infrastructure not dedicated to the City will be responsibility of the Developer or a subsequent owners. The specific maintenance and management practices of all of the storm water structures and facilities shall be set forth in the Storm Water Management Practices and Maintenance Agreement to be agreed upon by the Developer or the RidgeView Corporate Park Association and City prior to the final development approval by the City. All storm sewers and leads shall be televised by the Developer thirty (30) days prior to paving. All reports and a copy of the video tape shall be submitted to the City for review a minimum of ten (10) days prior to paving.
3. The DEVELOPER agrees that the site grading and construction of surface and storm water drainage facilities shall be completed by Developer and approved by the CITY.

4. The Developer shall clean and televise all storm sewers prior to issuance of occupancy permits.
5. 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, prior to completion of the storm water construction activities, 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.
6. Private storm water grading, pond, and swale record drawings (as-builts) shall be prepared by the Developer and approved by the City.

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

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

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

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites and areas immediately surrounding buildings as necessary for grading purposes, private driveways, paths and trails by use of sound conservation practices.
2. The DEVELOPER, as required by the CITY, shall remove and lawfully dispose of destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. The CITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the CITY right-of-ways, easements, outlots, and drainage ways now or in the future without reparations.

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

1. Street signs and traffic control signs as required by all applicable federal, state, and CITY regulations, guidelines, specifications, laws, and ordinances shall be obtained and placed by the DEVELOPER with approval of the CITY, and the cost thereof shall be paid by the DEVELOPER.
2. All traffic control signs and street signs, as required by the CITY, will be installed within ten (10) working days of an occupancy permit.

I. SIDEWALK OR TRAILS: The DEVELOPER hereby agrees to install private sidewalks or trails in accordance with the approved plans and any federal, state, or city regulations now or in the future. All maintenance or improvements associated with the sidewalk or trails, crossings, signage will solely be the responsibility of the Developer or subsequent owners.

J. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and prior to completion of construction, the CITY Engineer determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the CITY is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a

reasonable time under the circumstances, the CITY may cause such work to be carried out and shall charge against the financial guarantee held by the CITY pursuant to this Agreement.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

The improvements set forth in Section I above shall be completed by the DEVELOPER in total within twenty-four (24) months of the date of this Agreement being signed except as otherwise provided for in this Agreement.

SECTION III. FINAL ACCEPTANCE.

1. Throughout this agreement, various stages of the development will require approval by the CITY. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the CITY Common council. It is understood that building permits may be issued by the City prior to the time of Final Acceptance of all of the improvements. The one-year correction period for this Agreement shall not commence to run until Final Acceptance by the City of all Improvements is granted. It is agreed that any grasses or other landscaping planted as part of the landscaping plan that do not achieve stabilization due to winter weather conditions will not be cause to delay Final Acceptance of the Improvements but will be included under the correction period discussed above. The issuance of building permits and approval of various items of development shall not commence the one-year guarantee period.

At that time of Final Acceptance, the public facilities and infrastructure shall be ready for acceptance by the City and City shall adopt a final resolution accepting all of the facilities upon approval by the City Engineer and requested by the Developer. Note that final acceptance of public utilities within a pavement section requires that final paving is completed prior to acceptance.

SECTION IV. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this Agreement, the DEVELOPER shall, without charge to the CITY, upon completion of the above described improvements, unconditionally give, grant, convey and fully dedicate the public improvements which consists of sanitary sewer system and water main to the CITY per the attached plans, its successors and assigns, forever, free and clear of all encumbrances whatsoever, together with and including, without limitation because of enumeration, any and

all structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the CITY shall have the right to connect or integrate other improvements as the CITY decides, with no payment or award to, or consent required of, the DEVELOPER.

Dedication shall not constitute acceptance of any improvement by the CITY Common council. All improvements will be accepted by the CITY Common council by separate resolution at such time as such improvements are in acceptable form and according to the Plans and specifications approved by the CITY and at times as required by this Agreement. Said resolution shall be recorded, if needed, with the Waukesha County Register of Deeds. DEVELOPER will furnish proof to the CITY, prior to the dedication required, that the public land and improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the CITY as set forth herein, the same shall be accepted by the CITY Common Council if said improvements have been completed as required by this agreement and as may also be required by all federal, state, or CITY guidelines, specifications, regulations, laws and ordinances and approved by the CITY Engineer.

Developer shall also be responsible for maintenance of all sanitary sewer and water main until City accepts all facilities and those Improvements shall then be accepted by the City and City maintenance shall then commence.

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

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

SECTION VII. GUARANTEES OF IMPROVEMENTS:

A. Guarantee. The DEVELOPER shall guarantee after Final Acceptance, 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

of the improvements. The DEVELOPER shall pay for any damages to CITY property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the CITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to cure or pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the cash or letter of credit on file with the CITY, the DEVELOPER is then required to replenish said monies up to the aggregate amount of one hundred ten percent (110%) of the total cost of all improvements.

B. Obligation to Repair. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the CITY Common council at the expiration of the guarantee period, unless such damage necessitating repairs or replacement is caused by the City, its employees or contractors.

C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the CITY Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the CITY the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the CITY in the aforementioned notification, after notice has been sent as provided herein, the CITY may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the CITY may draw upon 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 in repairing or replacing any portion of the 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 improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance of the improvements by the CITY. This maintenance shall include routine maintenance. In cases where emergency maintenance is required, the CITY retains the right to complete the required emergency maintenance in a timely fashion and bill

the DEVELOPER for all such associated costs, provided the City shall first make reasonable attempts to provide telephonic notice to Developer of the need for such emergency maintenance. Said bill shall be paid within 15 days by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the guarantee period and any residual financial guarantee or cash deposit shall be returned to Developer.

2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway and air quality until Final Acceptance by the CITY. Should the DEVELOPER fail to meet this requirement, the CITY will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid within 15 days by the DEVELOPER.
3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction of the CITY Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the CITY is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.
4. Snowplowing and ice control of the private streets shall be the responsibility of the Developer or subsequent owners.

SECTION VIII. CITY RESPONSIBILITY FOR IMPROVEMENTS:

The CITY shall not be responsible to perform repair, maintenance, or snow plowing, on any improvements until Final Acceptance of the Improvements by the CITY.

SECTION IX. RISK OF PROCEEDING WITH IMPROVEMENTS:

Developer may proceed with the installation of the grading and public improvements referenced in this Agreement, and with all other work related private stormwater and infrastructure activities per the approved engineering plans, prior to issuance of the building permit. This work on the Subject Lands may commence upon execution of this Agreement.

DEVELOPER shall proceed at its own risk as to whether or not the final building plan review will receive all necessary approvals following completion of such Improvements. The DEVELOPER, prior to commencement of the installation of public improvements or other work on Subject Lands, shall notify the CITY of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on Subject Lands. Additionally, DEVELOPER shall make arrangements to have any public improvements on Subject Lands inspected by the CITY Engineer.

SECTION X. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the CITY, the DEVELOPER shall file with the CITY cash deposit or a letter of credit setting forth terms and conditions in a form approved by the CITY Attorney in the amount as approved by the CITY Engineer as a guarantee that the DEVELOPER will perform all terms of this Agreement no later than one (1) year from the signing of this Agreement except as otherwise set forth in this Agreement. Such cash deposit or letter of credit will be in place with the City prior to the start of any construction activities. If at any time:

- A. The DEVELOPER is in default of any aspect of this Agreement, or
- B. The DEVELOPER does not complete the installation of the improvements within two (2) years from the signing of this agreement unless otherwise extended by this Agreement or by action of the CITY, or
- C. The letter of credit on file with the CITY is dated to expire sixty (60) days prior to the expiration of the same if the same has not been extended, renewed or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by CITY Engineer, and in a form approved by the CITY Attorney, to pay the costs of improvements related to the Subject Lands
- E. Then the DEVELOPER shall be deemed in violation of this Agreement and the CITY shall have the authority to draw upon the letter of credit or cash deposit.

The amount of the cash deposit or letter of credit may be reduced by resolution of the City as the improvements are completed by the Developer, provided that the remaining cash deposit or letter of credit is sufficient to secure completion for any remaining improvements pursuant to the deposit methodology set forth in this Section X. Upon completion of the Improvements, Developer and City agree that Developer may request a reduction such that the cash deposit or letter of credit amount shall equal 110% of estimated costs necessary to

fix any repairs to the Improvements discovered during the City inspection. If no such repairs are deemed necessary, Developer may request a 75% reduction.

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

The cash deposit or letter of credit shall further be available to pay for removal of any Improvements that have been constructed and intended for public use, but have not been utilized due to abandonment of the development for a period of five (5) years.

SECTION XI. BUILDING AND OCCUPANCY PERMITS:

It is expressly understood and agreed that no building or occupancy permits shall be issued until the CITY Engineer has determined that:

- A. The installation of the first lift of asphalt of the private street(s) providing access to and fronting a specific building for which a building permit is requested has been completed.
- B. The site grading and construction of surface and storm water drainage facilities required to serve such homes are completed, are connected with operating systems as required herein.
- C. All Storm Water/Erosion Control landscaping and removal of unwanted items has been certified as complete by the CITY engineer.
- D. All required grading plans have been submitted to, reviewed by and approved by the CITY Engineer.
- E. The DEVELOPER has paid in full all permit fees and reimbursement of administrative costs as required by this agreement.
- F. The sanitary sewer system and the water system which are connected with an operating system as required herein, are cleaned as needed, and are approved by the City Engineer.
- G. The DEVELOPER is not in default of any aspect of this agreement.

H. The DEVELOPER has delineated the wetlands, if any, as approved by the CITY Staff.

I. All public and private utilities have been installed in the SUBJECT LANDS, including gas, electric and telecommunications.

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

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

SECTION XII. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

The Developer shall provide any easements including vision easements on SUBJECT LANDS deemed necessary by the CITY Engineer before the final building permit is signed and such easements shall be along lot lines if at all possible.

B. MANNER OF PERFORMANCE:

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

C. SURVEY MONUMENTS:

Intentionally deleted.

D. UNDERGROUND UTILITIES:

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

E. PERMITS:

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

F. IMPACT FEES:

The Developer is aware that the City requires the payment of several different impact fees based on the amount of development pursuant to the ordinances presently in effect in the City and other rules and regulations of the City presently in effect and as they may be amended in the future.

G. NOISE:

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

H. DEBRIS:



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

I. PUBLIC CONSTRUCTION PROJECTS:

Intentionally deleted.

J. ZONING CODE:

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

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

The DEVELOPER shall pay and reimburse the CITY promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the CITY in connection with this development or relative to the construction, installation, dedication and acceptance of the Improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the CITY pursuant to this Agreement, or assessed against the Subject Lands as a special charge pursuant to §66.60(16), Wisconsin Statutes.

SECTION XV. GENERAL INDEMNITY:

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

SECTION XVI. INSURANCE:

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

SECTION XVII. 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 XVIII. 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 XIX.

Intentionally Omitted.

SECTION XX. 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 XXI.

Intentionally Omitted.

SECTION XXII. 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 interest in the SUBJECT LANDS.

SECTION XXIII. ASSIGNMENT:

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

SECTION XXIV. PARTIES BOUND:

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

SECTION XXV. HEIRS & ASSIGNS:

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

SECTION XXVI. AMENDMENTS:

The CITY and the DEVELOPER, by mutual consent, may amend this Developer's Agreement at any meeting of the CITY.

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.

RidgeView LLC

By: _____

By: _____

Authorized Signatory

STATE OF WISCONSIN)
) ss.
COUNTY OF (County))

 Personally came before me this _____ day of
_____, _____, the above named _____,
Authorized Signatory of _____, to me known
to be the person who executed the foregoing instrument and
acknowledged the same.

NOTARY PUBLIC, STATE OF WI
My commission expires:_____

CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

MAYOR

CLERK

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____,
_____, the above-named _____, Mayor, and
_____, Clerk, of the above-named municipal
corporation, to me known to be the persons who executed the
foregoing instrument and to me known to be such Mayor and Clerk
of said municipal corporation and acknowledged that they
executed the foregoing instrument as such officers as the deed
of said municipal corporation by its authority and pursuant to
the authorization by the CITY Common council from their meeting
on the _____ day of _____, _____.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

APPROVED AS TO FORM:

CITY Attorney

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

DATE: July 15, 2024

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Jane Mueller

SUBJECT:

Discussion and possible action to adopt **Resolution 24-07-15** Emergency Declaration for Rehabilitation of Well #4 Wispark Shallow Well

BACKGROUND:

Since the beginning of May the Water Utility has experienced a severe drop off in pumping capacity at Well #4 Wispark shallow well. This pump normally operates at approximately 300 gpm but has now dropped down to virtually no water output as of this week. This well also provides the water that is blended with Well #7 the onsite deep well that contains radium. The two wells need to run in tandem so that we pump radium compliant water to our customers. If Well #4 is out of service, we cannot run Well #7 which has a capacity of 600 gpm. With both well out of service we lose 900 gpm of capacity for the near future.

During the June storm, the Utility experienced equipment failure due to (we believe) lightening strikes or power surges causing two well motor starters to fail. One of the failures occurred at one of our main water pumping stations. Our Deer Haven deep well is capable of pumping at approximately 580 gpm. We have been waiting since early May for the motor starter to be manufactured and delivered. The manufacturer anticipates delivery sometime next week, but we have been promised this several times since early May.

Due to the lack of well pumping capacity with the well failures, we have been forced to rely on pumping Well #8 more consistently in order to meet customer demand. Well #8 has been identified with having PFAS contamination.

We are trying to use the wells with PFAS at minimal levels, but when equipment fails and water demand rises, we are forced to operate these wells.

Though this summer began with consistent rainfall, the temperatures are forecast be rising over the next several weeks. Additionally, the rainfall has not stopped the automatic lawn sprinklers for operating at those homes and businesses with automatic sprinklers. These systems place a consistent water demand on the system during the summer.

Well #4 and Well #7 are critical in reducing the use of Well #8 and Well #12 which are contaminated with PFAS. Well #4 is needed to meet the demands of the water customers and therefore needs to be operational as soon as possible. Declaring this emergency allows us to speed up the rehabilitation project and returns Well #4 into operation as soon as possible to allow the reduction in our PFAS contaminated well use.

FINANCIAL IMPACT:

The Utility has budgeted \$165,000 in anticipation of planned and emergency maintenance of wells and pumping equipment

RECOMMENDED MOTION:

Recommend that the Common Council adopt the resolution to declare a Utility emergency to allow for a contractor to be hired to pull Well #4 pump, investigate and repair or replace the well and associated pumping equipment.

ATTACHMENTS:

Description

Resolution 24-07-15

RESOLUTION NO. 24-07-15

**EMERGENCY RESOLUTION REGARDING
WELL #4 WELL REHABILITATION PROJECT**

WHEREAS, Wispark Shallow Well #4 has experienced a severe drop off in pumping capacity since May 2024; and

WHEREAS, Well #4 normally produces approximately 300 gpm; and

WHEREAS, Well #8 and Well #12 shallow wells have exceeded the Health Hazard for PFAS and the use of these wells are severely limited to minimize the impact to the community; and

WHEREAS, Well #11 is out of service since June 2024 due to the motor starter failure and the replacement has been delayed due to manufacturer supply issues removing 580 gpm of capacity of the water supply system; and

WHEREAS, Well #12 needs to operate in conjunction with Well #11, which out of service, therefore Well #12 is out of service further reducing water supply capacity by 130 gpm; and

WHEREAS, Well #7 needs to operate in conjunction with Well #4, which is out of service, and cannot operate directly to the system thereby further reducing water supply capacity by 600 gpm; and

WHEREAS, as of July 11, 2024, Well #4 is no longer producing a reliable volume of water; and

WHEREAS, water demand remains high due to lawn watering and expected to rise when the wet weather dries out and temperatures rise causing more irrigation systems to become active; and

WHEREAS, water supply capacity is a concern with the above mentioned conditions forcing the need to return Well #4 to service as soon as possible through an emergency rehabilitation; and

WHEREAS, section 1.12(1) of the City Code provides that the office of the Board of Public Works under §62.09 (1), Wisconsin State Statutes, is dispensed with and the duties are to be carried out by the Common Council; and

NOW, THEREFORE, BE IT HEREBY RESOLVED: That the Common Council of the City of Pewaukee does declare and resolve that the public health or welfare of the City is

endangered by Well #4 being out of service and it is imperative to complete the well rehabilitation work to meet the water demands of its Customers in accordance with State Law.

IT IS FURTHER RESOLVED: That the Director of Public Works is directed to take all reasonable measures and let such bids in discretion being mindful to proceed in as fiscally prudent a manner as is practicable to complete the Well #4 well rehabilitation as expeditiously as possible.

Adopted this 15th day of July 2024.

CITY OF PEWAUKEE

ATTEST:

Steve Bierce, Mayor

Kelly Tarczewski, City Clerk