

Office of the Clerk/Treasurer

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

**COMMON COUNCIL
MEETING NOTICE AND AGENDA**

Monday, May 6, 2019

7:00 PM

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

-
1. Call to Order and Pledge of Allegiance
 2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
 3. Consent Agenda
 - 3.1. Approval of the Common Council Meeting Minutes Dated April 1, 2019
 - 3.2. Approval of the Common Council Meeting Minutes Dated April 15, 2019
 - 3.3. Approval of Accounts Payable Listings
 - 3.4. Approval of Bartender License
 - 3.5. Approve **Resolution 19-05-07** Related to the Contacts for Open Records Requests
 - 3.6. Affirm Kelly Tarczewski Continued Appointment as Cemetery Sexton
 - 3.7. Affirm Nick Fuchs Continued Appointment as Zoning Administrator
 - 3.8. Concur with the Recommendation of the Human Resources Committee that the Human Resources Committee be Included on Final Interviews of Department Head Positions and that Final Approval of Department Head Positions be Given by the Common Council.
 4. Discussion and Possible Action Regarding the Request of the Town of Brookfield to Establish a Border Agreement [Klein]
 5. Discussion and Possible Action to Table/Reschedule the **PUBLIC HEARING** Regarding the Conditional Use for the Property Located on Golf Road and CTH G (PWC 0940-999-001) for the Purpose of Developing the Robert J. Stenz Family Trust Property Consisting of Two and Four-Family Residential Buildings Under the Rm-1 PUD Zoning Designation as Requested by Jim Forester to June 3rd, 2019 [Fuchs]
 6. Discussion and Possible Action Regarding Hiring MSDSOnline(C) to Perform a Chemical Inventory and Establish an Online Tracking System for Safety Data Sheets in Accordance with our Safety Program and Regulations. [Woldanski]
 7. Discussion and Possible Action to Create an Engineering Design Consultant Selection Committee for Project No. 2370-04-00_2370-04-70, the Duplainville Road Bridge Replacement (Spring Creek Bridge B670009) [Weigel / Wagner]

8. Discussion and Possible Action Regarding a Certified Survey Map for NCL Graphics Located at N29 W22960 Marjean Lane for the Purpose of Combining Five Separate Lots Into a Single Parcel (PWC 0914-008) [Fuchs]
9. Discussion and Possible Action Regarding **Ordinance 19-12** Rezoning the Property From RS-2 Single-Family to M-2 Limited Industrial as Requested by Klein Dickert for the Purpose of Developing a New Manufacturing and Office Facility (PWC 0866-997-001, PWC 0866-997-002, PWC 0866-997-003) [Fuchs]
10. Discussion and Possible Action Regarding **Ordinance 19-11** Amending the Comprehensive Master Plan to Change the Year 2050 Land Use/Transportation Plan for Klein Dickert for Property Located at the Northwest Corner of Duplainville Road and Lindsay Road From Medium Density Residential to Manufacturing / Fabrication / Warehousing (PWC 0866-997-003) [Fuchs]
11. Discussion and Possible Action Regarding **Resolution 19-05-09** Authorizing the Release, Waiver and Vacation of Prior Storm Water Retention Easements Upon Portions of Parcels 1, 2 and 3 of Certified Survey Map Number 8264 for Properties Located at Approximately W227 N4755 Duplainville Road (PWC 0866-997-001, PWC 0866-997-002, PWC 0866-997-003) [Fuchs]
12. Discussion and Action Regarding a Certified Survey Map for Klein Dickert for Property Located at W227 N4755 Duplainville Road for the Purpose of Combining Three Existing Parcels Into a Single Lot (PWC 0866-997-001, PWC 0866-997-002, PWC 0866-997-003) [Fuchs]
13. **PUBLIC HEARING** and Possible Action to Approve **Resolution 19-05-10** to Vacate Approximately 0.1320 Acre of City of Pewaukee Right-of-Way and Attach the Entirety to Property Located at W226 N918 Northmound Road For the Purpose of Accommodating the Development of a 131,400 Square Foot Industrial Building (PWC 0962-998-005) Per the Request of Briohn Building Corporation [Fuchs]
14. Discussion and Possible Action Regarding a Preliminary Certified Survey Map for Briohn Building Corporation for Property Located at W226 N918 Northmound Drive for the Purpose of Dedication the Right-of-Way (PWC 0962-998-005) [Fuchs]
15. Discussion and Possible Action Regarding North Avenue Well #6 [Mueller]
 - 15.1 **Resolution 19-05-11** Declaring an Emergency for Repairs to North Avenue Well #6
 - 15.2 Replacement of 14" Motor, Pump, Cable, Column Pipe, and Associated Components Currently Available to Expediently Repair Well #6.
16. Discussion and Possible Action Regarding Repairs to the Lakeview Avenue Boat Launch. [Weigel / Wagner]
17. Discussion and Possible Action to Approve **Resolution 19-05-08** Authorizing a Supplemental Indenture Relating to Industrial Development Revenue Bonds, Series 2011 (Harken Project), and the Execution Thereof [Riffle]
18. Discussion and Possible Action to Upgrade Office Furniture for Multiple Departments in the Amount of \$5,113.12 and Taking the Funds Out of Contingency [Klein]
19. Discussion and Possible Action to Appoint a Common Council President [Mayor Bierce]
20. Discussion and Possible Action Regarding the Appointments to Various Boards, Commissions and Committees [Mayor Bierce]
21. 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.

22. Adjournment

Kelly Tarczewski
Clerk/Treasurer

May 3, 2019

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: May 6, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of the Common Council Meeting Minutes Dated April 1, 2019

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

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

DATE: May 6, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of the Common Council Meeting Minutes Dated April 15, 2019

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.3.**

DATE: May 6, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Accounts Payable Listings

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Accounts Payable 5.6.2019

ACCOUNTS PAYABLE FOR 2019	5/6/2019	TOTAL:	\$ 877,398.48
Vendor Name	Document Date	Document Amount	Transaction Description
1ST AYD	4/15/2019	\$ 549.40	FD JANITORIAL/CLEANING SUPPLY
ACTION POWER SP	4/15/2019	\$ 1,517.73	FD Gold package repair service
ADP, LLC	4/19/2019	\$ 1,223.01	HR ADP PR CHARGES
ADVANCE NAME PLATE & BADGE	3/28/2019	\$ 12.93	PRK Supplies
ADVANCED DISPOSAL	4/10/2019	\$ 666.52	HWY Garbage
AECOM	3/4/2019	\$ 581.70	ENG storm water
AECOM	4/8/2019	\$ 4,211.82	ENG storm water Feb 23- Mar 29
AILCO EQUIPMENT FINANCE GROUP	4/1/2019	\$ 412.00	ITScanner
AIRGAS	4/16/2019	\$ 61.88	FD OXYGEN
AIRGAS	3/31/2019	\$ 155.98	FD Rent cyl Med Lg Oxygen
AIRGAS	3/31/2019	\$ 104.04	FD rent Med Lg oxygen
AIRGAS	3/29/2019	\$ 207.98	HWY oxygen & acetylene&gls sfty
ALPHA OMEGA CLEANING, INC.	4/1/2019	\$ 134.00	PRK Wagner cleaning
American United Taxi Cab	4/17/2019	\$ 90.00	CRT Restitution
ANDERSON, SANDY	4/5/2019	\$ 292.00	PRK Refund ck
ARAMARK	4/4/2019	\$ 74.78	HWY pants towels, other items
ARAMARK	3/28/2019	\$ 74.78	HWY pants towels, other items
ARC	3/25/2019	\$ 16.00	ENG supplies
ARNDT, CHRIS	4/27/2019	\$ 78.75	P&R RENTAL REFUND
ASSESSMENT TECHNOLOGIES LLC	4/10/2019	\$ 93.75	IT programmer support
ASSESSMENTS USA	4/14/2019	\$ 229.00	HR ASSESSMENTS
ASSESSMENTS USA	4/1/2019	\$ 2,390.00	HR Assessments Jan-Mar 2019
AT&T	4/10/2019	\$ 296.41	CT phone bill 3/11-4/10/19
AT&T	4/9/2019	\$ 331.97	CT telephone
AXIOM, INC.	4/19/2019	\$ 1,622.21	P&R FREIGHT FOR PSC RECEPTACLE
Baker Tilly Search & Staffing, LLC	3/31/2019	\$ 2,720.00	CT Temp
BANK OF FLOWERS	3/13/2019	\$ 115.00	FD S Butz- Sibers flowers
BANK OF FLOWERS	3/26/2019	\$ 110.00	FD W Hoppe flowers
BANK OF FLOWERS	4/1/2019	\$ 110.00	CT plants
BATZNER PEST CONTROL	4/17/2019	\$ 57.00	P&R PEST CONTROL
BATZNER PEST CONTROL	4/1/2019	\$ 61.00	PRK Pest control
BEACON ATHLETIC	4/10/2019	\$ 254.00	PRK base anchor covers
BEACON ATHLETIC	4/9/2019	\$ 1,006.88	PRK string, liner, nail drag
BIELINSKI HOMES	4/2/2019	\$ 2,000.00	BLD Refund
BIELINSKI HOMES	4/2/2019	\$ 2,000.00	BLD Refund
BOUNDTREE MEDIC	3/29/2019	\$ 73.50	FD Atropine 1mg 10ml luer jet
BOUNDTREE MEDIC	4/2/2019	\$ 35.90	FD Adenosine & Epinephrine
BOUNDTREE MEDIC	4/1/2019	\$ 503.28	FD supplies
BOUNDTREE MEDIC	4/10/2019	\$ 209.86	FD supplies
BOUNDTREE MEDIC	4/3/2019	\$ 26.78	FD flumazenil 0.5mg 5ml vial
BOUNDTREE MEDIC	3/21/2019	\$ 292.86	FD Masimo rainbow rugged
BOUNDTREE MEDICAL	4/9/2019	\$ 394.92	FD MEDICAL SUPPLIES
BOUNDTREE MEDICAL	4/12/2019	\$ 153.55	FD MEDICAL SUPPLIES
BOUNDTREE MEDICAL	4/12/2019	\$ 154.66	FD MEDICAL SUPPLIES
BREITBACH RASHI	4/24/2019	\$ 340.00	PRK chair yoga 3 March- April
BROOKFIELD, CITY OF	4/4/2019	\$ 13,403.56	sw clean water fund
BRUCE EQUIPMENT	4/8/2019	\$ 1,039.65	HWY nozzle & hose
BRUCE EQUIPMENT	3/29/2019	\$ 914.00	HWY broom sgmnt 24w sngl
BRUCE EQUIPMENT	4/3/2019	\$ (236.00)	HWY sgmnt 24w sngl

BRUCE EQUIPMENT	4/3/2019	\$ 170.00	HWY whirlwind
BUMPER TO BUMPER HARTLAND	4/23/2019	\$ 83.13	P&R AUTO FILTERS
BUMPER TO BUMPER HARTLAND	4/23/2019	\$ 103.21	P&R AUTO FILTERS
CINTAS CORP.	4/23/2019	\$ 48.31	P&R SAFETY RESTOCK
CLARKDIETZ	4/10/2019	\$ 1,890.00	AD profession ser 2/23-3/29/19
CLARKDIETZ	2/6/2019	\$ 756.00	ADprofessional ser 1/1-1/25/19
CLARKDIETZ	3/6/2019	\$ 1,890.00	AD profession ser 1/26-2/22/19
CONCENTRA, INC	3/27/2019	\$ 54.50	HR Exams
CONLEY SERVICES, LLC	3/30/2019	\$ 14.66	CT liquor license
CORE & MAIN LP	4/9/2019	\$ 327.12	SW #35 Wat rubber main value
COREY OIL	4/2/2019	\$ 4,129.20	HWY Gas
COUNTY WIDE EXTINGUISHER, INC	4/19/2019	\$ 152.00	FD STEAMED HOOD CLEANING
COUNTY WIDE EXTINGUISHER, INC	4/19/2019	\$ 212.00	FD STEAMED HOOD CLEANING
COUNTY WIDE EXTINGUISHER, INC	4/3/2019	\$ 369.12	PRK Extinguishers
DAN PLAUTZ CLEANERS	4/15/2019	\$ 2,383.50	CT Cleaning facilitiy in April
Davenport-Taylor, Roxanne	4/3/2019	\$ 55.00	PRK Refund ck
DIVERSIFIED	4/16/2019	\$ 217.30	CT FSA administrative services
DIVERSIFIED BENEFIT SERVICES	4/2/2019	\$ 303.00	CT HRA
DIVERSIFIED BENEFIT SERVICES	4/3/2019	\$ 800.00	CT COBRA
DWYER, CHARLIE	4/2/2019	\$ 131.08	BLD Mieage
ELLIOTT ACE HARDWARE	4/3/2019	\$ 9.92	HWY fasteners & wire galv
ELLIOTT ACE HARDWARE	4/10/2019	\$ 11.18	CT Police exit lgts
ENTRANCE SYSTEM	4/17/2019	\$ 649.75	AD Automatic Gate operator
EQUAL RIGHT DIVISION	3/22/2019	\$ 7.50	PRK Permit fees
FIRNROHR, MARY	4/27/2019	\$ 160.00	P&R CONTRACTED SERVICES
FROEDTERT HEALTH/WORKFORCE HEALTH	3/31/2019	\$ 1,608.75	HR Wellness
FROEDTERT HEALTH/WORKFORCE HEALTH	4/1/2019	\$ 110.00	Fire Exams
FURST, MARTHA	4/27/2019	\$ 50.00	P&R CONTRACTED SERVICES
GENESEE AGGREGATE TRUCKING	4/8/2019	\$ 970.69	P&R BEACH SAND
GENESEE AGGREGATE TRUCKING	4/8/2019	\$ 701.05	P&R TRUCKING FOR BEACH SAND
HALEN HOMES	4/2/2019	\$ 2,000.00	BLD Refund
HARTLAND, VILLAGE OF	4/16/2019	\$ 507.50	P&R LTL WARRIOR YOGA CLASSES
HAVENCREEK HOME	12/12/2018	\$ 2,000.00	BLDerosion bond deposit refund
HEARTLAND BUSINESS SYSTEMS	4/10/2019	\$ 184.00	IT Network core monitoring Apr
HEARTLAND BUSINESS SYSTEMS	4/8/2019	\$ 440.00	IT email licensing April 19
HOMES BY TOWNE OF WISCONSIN	3/20/2019	\$ 2,000.00	BLD Refund
HUMPHREY SERVICE PARTS, INC	4/17/2019	\$ 8.26	P&R OIL FILTERS
HUMPHREY SERVICE PARTS, INC	3/26/2019	\$ 7.12	PRK Oil filter
IMEG CORP	4/8/2019	\$ 780.00	ENG Land surveyor III
INFO TECH PRO	4/15/2019	\$ 1,225.00	ITnetwork monitoring & support
INFORMATION TECH. PROF. LLC	4/8/2019	\$ 933.50	IT Dept & Copuser
INTERSTATE ROOF	4/10/2019	\$ 1,975.00	SW roofing project 50% comple
J.F. AHERN	3/28/2019	\$ 1,245.00	AD Work order 1250820 FA_RP
J.F. AHERN	3/29/2019	\$ 851.62	FD Leak in dry system
J.F. AHERN COMPANY	4/10/2019	\$ 720.00	FD 5 YR MAINTENANCE WO 1262527
Jefferson Fire & Safety, Inc	3/29/2019	\$ 470.00	FD SUPPLIES
JERRY'S AUTOMOT	4/5/2019	\$ 87.19	FD oil and tire chevy tahoe
JOERS, STACI	4/18/2019	\$ 288.00	P&R COOKING CLASS
JOERS, STACI	3/29/2019	\$ 342.00	PRK Cooking class
JOHN'S DISPOSAL	4/18/2019	\$ 90.00	CT 04/18/19
JX TRUCK CENTER	4/10/2019	\$ 5.91	FD RADIATOR HOSE
KAEREK HOMES INC	4/2/2019	\$ 2,000.00	BLD Refund
KAEREK HOMES INC	4/2/2019	\$ 500.00	BLD Refund

KAESTNER AUTO	4/9/2019	\$ 169.14	HWY test lgt, brake ctrl, fus
KMB ELECTRIC	4/7/2019	\$ 2,898.00	AD LED cans & bulbs
KMB ELECTRIC	4/7/2019	\$ 2,898.00	AD fluorescent wall packs DPW
LANGE ENTERPRISES, INC	4/5/2019	\$ 172.46	BLD Supplies
LAWN BOYZ	3/28/2019	\$ 2,295.84	CT Pilgrims rest
Mayer, Judith	4/4/2019	\$ 15.00	PRK Refund ck
MENARDS	4/11/2019	\$ 27.35	FD total exterior detailer
MILLER, JASON	4/24/2019	\$ 176.01	SW Refund for overpayment
MUNICIPAL LAW	4/23/2019	\$ 10,646.50	CT April 2019
Municipal Law & Litigation Group S.C.	3/26/2019	\$ 12,272.00	CT Law & Litigation
NAPA	4/22/2019	\$ 10.99	P&R AUTO FILTERS
NATIONWIDE RETIREMENT SOLUTIONS	4/29/2019	\$ 1,585.09	CT DEFERRED COMP
NATIONWIDE RETIREMENT SOLUTIONS	4/29/2019	\$ 1,585.09	CT 4-26-19
Niemczyk, Barbara	4/5/2019	\$ 146.00	PRK Refund ck
OFFICE COPYING	4/12/2019	\$ 822.77	SW Copier 3/13 to 4/12/19
OFFICE COPYING	3/29/2019	\$ 28.10	FD copier
OFFICE COPYING EQUIPMENT, LTD	3/29/2019	\$ 130.61	PRK Supplies
OFFICE COPYING EQUIPMENT, LTD	3/31/2019	\$ 366.71	CT copiers count
OFFICE COPYING EQUIPMENT, LTD	3/29/2019	\$ 24.23	CRT Supplies
OFFICE DEPOT	3/8/2019	\$ 13.75	ASR calendar
OFFICE DEPOT	3/2/2019	\$ 5.19	ASR envelope opener
OFFICE DEPOT	3/1/2019	\$ 10.27	ASR manila folders
OFFICE DEPOT	2/28/2019	\$ 30.98	ASR stapler & folders assessor
OFFICE DEPOT	3/8/2019	\$ 9.55	ASR daily refill lg desk
OFFICE DEPOT	4/5/2019	\$ 17.38	BLD rubberbands, paper clips
OFFICE DEPOT	3/29/2019	\$ 25.15	FD office supplies
OFFICE DEPOT	3/29/2019	\$ 78.78	FD earplugs
OFFICE DEPOT	3/22/2019	\$ 29.66	PRK Office supplies
OFFICE DEPOT	3/13/2019	\$ 89.98	CT tissue towels
OFFICE DEPOT	3/13/2019	\$ 155.68	CT Towels
OFFICE DEPOT	3/12/2019	\$ 55.98	CT credit non para sc w/block
OFFICE DEPOT	3/29/2019	\$ 97.26	CT supplies
OFFICE DEPOT	3/29/2019	\$ 2.22	CRT Supples
OFFICE DEPOT	3/29/2019	\$ 14.99	CRT Supplies
OFFICE DEPOT	4/2/2019	\$ 22.78	BLD Supplies
Parker, Scarlett	4/5/2019	\$ 146.00	PRK Refund ck
PAYNE & DOLAN	4/4/2019	\$ 2,500.00	BLD Refund
PEWAUKEE, VILLA	4/12/2019	\$ 26,878.53	SW Clean water fund loan
PEWAUKEE, VILLAGE OF	4/27/2019	\$ 67,684.50	CT APRIL LIBRARY
PEWAUKEE, VILLAGE OF	4/27/2019	\$ 67,684.50	CT MAY LIBRARY
PEWAUKEE, VILLAGE OF	4/1/2019	\$ 202.70	PRK utilities
PEWAUKEE, VILLAGE OF	4/1/2019	\$ 50.10	PRK utlities
PEWAUKEE, VILLAGE OF	4/8/2019	\$ 34,979.07	CT Park and Rec
PEWAUKEE, VILLAGE OF	4/8/2019	\$ 18,602.54	CT fire department EMS
PEWAUKEE, VILLAGE OF	4/5/2019	\$ 6,317.24	CT lake patrol per contact
PORT-A-JOHN	3/27/2019	\$ 88.00	PRK port-a-john
PORT-A-JOHN	3/27/2019	\$ 88.00	PRK port-a-john
PORT-A-JOHN	3/27/2019	\$ 88.00	PRK port-a-john
PORT-A-JOHN	3/27/2019	\$ 88.00	PRK port-a-john
QUALITY POWER SOLUTIONS	4/5/2019	\$ 425.00	IT 2 year maintenance contract
QUALITY POWER SOLUTIONS	4/5/2019	\$ 1,690.00	IT 2 or 3 yr maintenance
R&R INSURANCE SERVICES	4/5/2019	\$ 3,761.00	CT Workers comp audit
R&R INSURANCE SERVICES	4/1/2019	\$ 27,922.00	CT Workers comp

R.A. SMITH & ASSOC., INC.	4/8/2019	\$ 626.25	ENG Bike/Ped plan
REINDERS, INC.	4/22/2019	\$ 686.57	P&R FILTERS
REINDERS, INC.	4/22/2019	\$ 70.98	P&R HYDRO OIL
RELIANT FIRE AP	4/10/2019	\$ 72.63	FD supply
ROBERT KEWAN	4/12/2019	\$ 50.00	CT ADP
ROMENS, RANDY	3/31/2019	\$ 160.08	BLD Mileage
ROTROFF JEANSON & CO.	4/1/2019	\$ 20,902.00	CT 2018 Audit
RUEKERT & MIELK	4/17/2019	\$ 374.50	ENG final project closeout
RUEKERT & MIELK	4/17/2019	\$ 97.48	ENG 3/13/19 erosion control
RUEKERT & MIELK	4/17/2019	\$ 52.46	ENG erosion control report
RUEKERT & MIELK	4/17/2019	\$ 469.85	ENG Erosion control inspection
RUEKERT & MIELK	4/17/2019	\$ 5,039.22	ENG phase 3 Woodleaf reserve
Rutherford, William	4/12/2019	\$ 232.72	CRT Restitution
SCHOLTKA, JENNI	4/24/2019	\$ 300.00	PRK zumba gold & toning 3
SCHOOL DISTRICT MENOMONEE FALLS	2/15/2019	\$ 588.00	PRK Fireside
SHAWNS DEER PIC	3/1/2019	\$ 208.00	HWY deer removal
Shong, Liz	4/4/2019	\$ 15.00	PRK Refund ck
SOERENS FORD	3/27/2019	\$ 641.48	HWY 2012 Ford F150 Red-repair
STATE OF WI COURT FINES & ASSMTS	4/12/2019	\$ 18,376.41	CRT States Share
STEEPLE POINTE HOMES	3/22/2019	\$ 2,000.00	BLD Refund
STICKYBOYZ	3/25/2019	\$ 532.00	HWY decals w/ reflective
Strand Associates, Inc	4/11/2019	\$ 2,759.46	ENG professional service
Strand Associates, Inc	4/11/2019	\$ 3,291.83	ENG Lake Country Common sanita
SUSSEX, VILLAGE	4/16/2019	\$ 68.00	PRK folk art classes
TD AMERITRADE TRUST COMPANY	4/29/2019	\$ 50.00	CT LOAN REPYMNT
TD AMERITRADE TRUST COMPANY	4/27/2019	\$ 50.00	CT LOAN REPAYMENT
TOLLENAAR, BRYAN & KATRINA	4/24/2019	\$ 242.75	P&R RENTAL REFUND
US Cellular	4/16/2019	\$ 155.05	PRK phone bill
USA BLUEBOOK	3/25/2019	\$ 54.80	SW Supplies
USA BLUEBOOK	3/25/2019	\$ 54.80	SW Supplies
VERIZON	4/12/2019	\$ 265.13	FD CELL PHONES
VERIZON	4/12/2019	\$ 33.48	FD CELL PHONES
VICTORY HOMES	3/22/2019	\$ 2,000.00	BLD Refund
WAUKESHA CO SHERIFF'S DEPT	4/12/2019	\$ 60.00	CRT Warrant Fee
WAUKESHA COUNTY	4/10/2019	\$ 13,356.98	AD community services Deputy
WAUKESHA COUNTY	4/10/2019	\$ 8,632.81	AD Face & Narrative sheets
WAUKESHA COUNTY	3/7/2019	\$ 34.02	AD inmate billing
WAUKESHA COUNTY	4/10/2019	\$ 202,493.61	AD municpat patrol - May 2019
WAUKESHA COUNTY	3/7/2019	\$ 202,493.61	AD municipal patrol April 2019
WAUKESHA COUNTY EMERGENCY MANAGEMENT	4/23/2019	\$ 3.30	FD ID CARDS
WAUKESHA COUNTY TREASURER	4/9/2019	\$ 17.01	CT inmate billing
WAUKESHA COUNTY TREASURER	4/12/2019	\$ 4,251.78	CRT Jail Assessments
WAUKESHA PROFESSIONAL FIREFIGHTERS ASSOC	4/29/2019	\$ 1,703.87	CT UNION DUES
WE ENERGIES	4/2/2019	\$ 513.65	PRK utilities
WE ENERGIES	4/2/2019	\$ 13.99	PRK utilities
WI DEPT OF JUSTICE-RECORDS CHECK	3/31/2019	\$ 177.00	HR General & Fire
WI DEPT OF JUSTICE-TIME	4/10/2019	\$ 150.00	PLC Time ACCESS
WI LEGAL BLANK CO., INC.	4/9/2019	\$ 6,940.00	PRK Supplies
WI LEGAL BLANK CO., INC.	3/29/2019	\$ 205.40	CT printing
WI LEGAL BLANK CO., INC.	3/21/2019	\$ 237.00	CRT Envelopes
WI LEGAL BLANK CO., INC.	3/21/2019	\$ 99.00	BLD Supples
WISCONSIN RURAL WATER ASSOC.	4/22/2019	\$ 923.76	HR SAFETY TRAINING
WOLF CONSTRUCTION	3/25/2019	\$ 248.98	HWY cold mix

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.4.**

DATE: May 6, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Bartender License

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Bartender List 5.6.2019

<u>Individual Name</u>	<u>Establishment Name</u>	<u>Type</u>
Gonzales, Stacy L.	Battle House	New
Mascotti, Dawn M.	Stoneridge Mobil	New
Roman, Cheryl L.	Doc's Dry Dock	New
Unser, Kelli E.	Crossings Restaurant	Renewal
Valentine, Rachel L.	Thunder Bay Grille	New
Zehner, Brenda R.	Wonderland Tap	Renewal

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.5.**

DATE: May 6, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approve **Resolution 19-05-07** Related to the Contacts for Open Records Requests

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Resolution 19-05-07

RESOLUTION 19-05-07
NOTICE REGARDING INSPECTION OF PUBLIC RECORDS

Except as otherwise provided, any person has a right to inspect public records and to make or receive a copy of any public records as provided in Chapter 19, Subchapter II, Wisconsin Statutes, and applicable municipal ordinances.

Requests to inspect public records must be made to the City Clerk/Treasurer at the Pewaukee City Hall, W240 N3065 Pewaukee Road, Pewaukee, Wisconsin, 53072.

Public records may be requested, inspected and copies obtained during normal business hours Monday through Friday, 8:00 a.m. to 4:30 p.m. In some cases, records may require retrieval from archives and therefore may not be immediately available for inspection.

The cost of photocopying shall be .10¢ per page, plus sales tax, which has been calculated to be the actual, necessary and direct cost of reproduction. In some cases additional charges may apply, such as to recover costs for locating a record, mailing or shipping costs, or photographing and photographic processing costs, and in some cases prepayment may also be required, as allowed by law.

Pursuant to the requirements of Section 19.34(1), Wisconsin Statutes, the following is a list of the holders of any "local public office" as that term is defined and used therein:

- | | |
|---|---|
| • Steve Bierce – Mayor | • Kelly Tarczewski – Clerk/Treasurer |
| • Brandon Bergman – Alderman District #1 | • Jeffrey Weigel – Engineer/Public Works Director |
| • Ray Grosch – Alderman District #1 | • Bobby Kewan – Information Technology Director |
| • Jeffery Kara – Alderman, District #2 | • Kevin Bierce – Fire Chief |
| • Colleen Brown – Alderman, District #2 | • Nick Phalin – Parks & Recreation Director |
| • Brian Dziwulski – Alderman, District #3 | • Jane Mueller – Utility Manager |
| • Jerry Wamser – Alderman, District #3 | • Lieutenant Brian Ripplinger - Police Services C/O |
| • Scott Klein – Administrator | Waukesha County Sheriff's Department |
| • Kelley Woldanski – Director of People & Culture | • Nick Fuchs – Planner & Community Development Director |
| • Jim Siebers – Assessor | |

Passed and adopted by the City of Pewaukee this 6th day of May 2019.

Steve Bierce, Mayor

Attest:

Kelly Tarczewski, Clerk/Treasurer

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.6.**

DATE: May 6, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Affirm Kelly Tarczewski Continued Appointment as Cemetery Sexton

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.7.**

DATE: May 6, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Affirm Nick Fuchs Continued Appointment as Zoning Administrator

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.8.**

DATE: May 6, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY: Kelley Woldanski

SUBJECT:

Concur with the Recommendation of the Human Resources Committee that the Human Resources Committee be Included on Final Interviews of Department Head Positions and that Final Approval of Department Head Positions be Given by the Common Council.

BACKGROUND:

At the March Human Resources Committee meeting, there was discussion about final approval of hiring new Department Heads and how involved the Committee and/or Common Council should be in the process. The Committee determined they would prefer to be involved in the final round of interviews for any City Department Head and then a final approval will be given by the Common Council based on a recommendation from the Human Resources Committee. The Human Resources Committee is looking for the Common Council to concur with this recommendation.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Minutes of HR Committee Meeting

MEETING MINUTES

Friday, March 1, 2019

10:30 AM

Bonnie Blair Conference Room

In attendance: Alderpersons Jeff Kara and Ray Grosch and Human Resources Director Lisa Bergersen. Also present were Mayor Steve Bierce, City Administrator Scott Klein, and Kelley Woldanski.

1. Call to Order and Pledge of Allegiance.

Ald. Kara called the meeting to order at 10:30 AM.

2. Approval of Human Resources Committee Meeting Minutes dated February 14, 2018.

A motion was made and seconded (R. Grosch, J. Kara) to approve the Human Resources Committee meeting minutes dated February 14, 2018. Motion Passed: 2-For, 0-Against

3. Discussion and Possible Recommendation Regarding Role of the Common Council in Hiring Process for Department Heads.

Mayor Bierce explained his desire to have a consistent practice around the hiring of department heads and some involvement by the Council in making a final decision to hire. Currently there is no policy or procedure and the practice has been inconsistent. Mayor Bierce expressed his belief that the Council should have some involvement. Ald. Kara indicated his belief that there would be value in involving the Human Resources Committee in the final interview, and then sending the candidate to Council for final approval.

A motion was made and seconded (R. Grosch, J. Kara) to recommend to the Common Council that the Human Resources Committee be involved in the final interview of any department head hiring and the Common Council would grant final approval for the hiring of a department head. Motion Passed: 2-For, 0-Against

4. Discussion and Possible Recommendation on level of Village of Pewaukee input into the hiring of City of Pewaukee employees.

Those present determined that this item should go to the Common Council. No motion was presented.

5. Adjournment

A motion was made and seconded, (R. Grosch, J. Kara) to adjourn the meeting at 11:22 AM. Motion passed: 2-For, 0-Against

Respectfully Submitted,

Lisa Bergersen
Human Resources Director

April 22, 2019

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

DATE: May 6, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding the Request of the Town of Brookfield to Establish a Border Agreement
[Klein]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Town of Brookfield Request

City of Brookfield Objection

Town of Brookfield
645 N. Janacek Road
Brookfield, WI 53045

Telephone: 262-796-3788
FAX: 262-796-0339



April 9, 2019

CITY OF PEWAUKEE
SCOTT KLEIN
W240 N3065 PEWAUKEE ROAD
PEWAUKEE, WI 53072

RE: Border Agreement

Dear Scott:

It was a pleasure meeting with you a few weeks ago to begin discussions of establishing a border agreement between the City of Pewaukee and the Town of Brookfield. The Town is already actively working on similar agreements with the City of New Berlin and the Town of Lisbon. It is our goal to setup such agreements with all of our neighboring municipal partners.

As you are aware, the Town and the City already work cooperatively along our border with shared sewer and water services. This cooperation has fostered a great relationship between the City and the Town since before the City of Pewaukee incorporated.

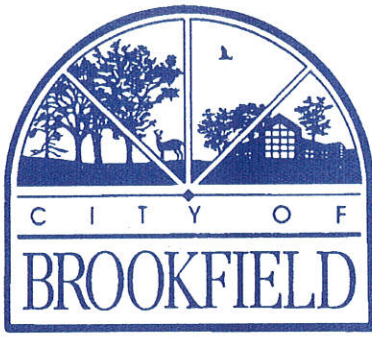
We would like to request the discussion of a border agreement be placed on the next available City Council agenda for consideration by the City Council members. The Town Chairman Keith Henderson and I would be willing to attend this meeting on behalf of the Town.

We look forward to meeting with you and the Council at the next available City Council meeting.

Sincerely,

Tom Hagie, P.E.
Administrator/Treasurer

cc: Keith Henderson, Town Chairman



MAYOR

Steven V. Ponto

2000 North Calhoun Road
Brookfield, Wisconsin 53005-5095
(262) 787-3525 - FAX (262) 796-6671
ponto@ci.brookfield.wi.us

April 5, 2019

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

Dear Scott:

This letter is to follow up on our telephone conversation last week in which we discussed the Town of Brookfield's interest in entering into a cooperative boundary agreement with the City of Pewaukee. This interest by the Town is tied to its desire to use a special lapsing statute to incorporate.

In 2015, the Legislature's Joint Finance Committee inserted a provision in the State Budget which became Wis. Stats. Sec. 66.02162 (copy enclosed). The purpose of this provision was to provide a special alternative procedure for the Town of Windsor in Dane County to avoid the requirements of Wis. Stats Secs. 66.0203 and 66.0205 to incorporate, which the Town of Windsor promptly did in November of 2015. This special statute sunsets on June 30, 2020.

The Town of Brookfield has made three unsuccessful attempts to incorporate. The Town's most recent incorporation bid began in 2011 and was decided by the Wisconsin Incorporation Review Board in July of 2015. The Board found that the Town of Brookfield failed to meet three of the six standards for incorporation set forth in the general provision for incorporation in Section 66.0207 of the Wisconsin Statutes. Those three standards are: Homogeneity and Compactness; Impact on the Remainder of the Town; and Impact on the Metropolitan Community.

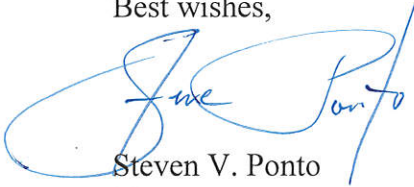
Having been unsuccessful in its efforts to incorporate under the general incorporation provision, I believe the Town of Brookfield is trying to shoe horn an incorporation under the special statute included in the State Budget for the benefit of the Town of Windsor. At this time, the Town of Brookfield will likely argue that it meets six of the eight necessary statutory provisions under the special statute with the population and cooperative boundary agreements being the outstanding requirements. For the census requirement, although the census will not be finalized at the time of the statute's sunset date, the Town of Brookfield will likely argue that it meets the population

requirement under 66.02162(1)(a)1 utilizing its current population because the “most recent decennial census” in the special statute should be interpreted as the 2020 census.. For the cooperative boundary agreement requirement, under Wis. Stats. Sec. 66.02162, the Town must have entered into two separate cooperative boundary agreements with two municipalities under Wis. Stats. Sec. 66.0307. Hence, the Town of Brookfield’s interest in entering into a cooperative boundary agreement with the City of Pewaukee.

I urge the City of Pewaukee not to facilitate this Town of Brookfield incorporation effort by entering into a cooperative boundary agreement. The Town of Brookfield would still fail to meet the requirements of the general statutory provisions for incorporation and the incorporation of the Town’s current boundaries would create an unworkable mess for the area as shown on the enclosed map. The Town of Brookfield should have to go through the regular process for incorporation under Chapter 66 of the Wisconsin Statutes.

I thank you, Mayor Steve Bierce and the City of Pewaukee Common Council for your consideration of this letter.

Best wishes,



Steven V. Ponto
Mayor

Enclosures

66.02162 Incorporation of certain towns contiguous to 3rd class cities or villages.

(1) CONDITIONS. A town board may initiate the procedure for incorporating its town as a village under this section by adopting a resolution providing for a referendum by the electors of the town on the question of whether the town should become a village if on the date of the adoption of the resolution any of the following is satisfied:

(a) All of the following conditions apply:

1. The most recent federal decennial census shows that the resident population of the town exceeds 6,300.

2. The town is contiguous to a 3rd class city.

3. The most recent data available from the department of revenue show that the equalized value for the town exceeds \$600,000,000.

4. In one of the 5 years before the year in which the town board adopts the resolution, the town's equalized value increased more than 7 percent, compared to the town's equalized value for the prior year.

5. The town board of the town is authorized to exercise village powers.

6. The town has entered into, and is bound by, at least 2 separate cooperative boundary agreements under s. 66.0307 with at least 2 municipalities.

7. The town has created at least one tax incremental financing district as authorized under s. 60.23 (32).

8. The town has established at least one town sanitary district under subch. IX of ch. 60.

(b) All of the following conditions apply:

1. The most recent federal decennial census shows that the resident population of the town exceeds 2,300.

2. The most recent data available from the department of revenue show that the equalized value for the town exceeds \$190,000,000.

3. The area of the town exceeds 40 square miles.

4. The town is contiguous to a village to which all of the following conditions apply:

a. The most recent federal decennial census shows that the resident population of the village is less than 300.

b. The area of the village is less than 2 square miles.

c. The aggregate net tax rate of the village, as determined by the department of revenue under s. 70.114 (3), is greater than 36 mills.

5. The village under subd. 4. and the town are located in a county for which the most recent federal decennial census shows that the resident population is less than 150,000.

(2) REFERENDUM RESOLUTION. The resolution of the town board required under sub. (1) shall do all of the following:

(a) Certify that the requirements under sub. (1) are satisfied.

(b) Contain a description of the territory to be incorporated sufficiently accurate to determine its location and a statement that a scale map reasonably showing the boundaries of the territory is on file with the town clerk.

(c) Determine the numbers and boundaries of each ward of the proposed village, conforming to the requirements of s. 5.15 (1) and (2).

(d) Determine the date of the referendum, which may not be earlier than 6 weeks after the adoption of the resolution.

(3) NOTICE OF REFERENDUM. The town clerk shall publish the resolution adopted under sub. (1) in a newspaper published in the town. If no newspaper is published in the town, the town clerk shall publish the resolution in a newspaper designated in the resolution. The town clerk shall publish the resolution once a week for 4 successive weeks, the first publication to be not more than 4 weeks before the referendum.

(4) VOTING PROCEDURE. The referendum shall be conducted in the same manner as elections for town board supervisors. The question appearing on the ballot shall be: "Shall the town of become a village?" Below the question shall appear 2 squares. To the left of one square shall appear the words "For a village," and to the left of the other square shall appear the words "Against a village." The inspectors shall make a return to the town clerk.

(5) CERTIFICATE OF INCORPORATION. If a majority of the votes are cast in favor of a village, the town clerk shall certify that fact to the secretary, together with 4 copies of a description of the legal boundaries of the town, and 4 copies of a plat of the town. The town clerk shall also send the secretary an incorporation fee of \$1,000. Upon receipt of the town clerk's certification, the incorporation fee, and other required documents, the secretary shall issue a certificate of incorporation and record the certificate in a book kept for that purpose. The secretary shall provide 2 copies of the description and plat to the department of transportation and one copy to the department of revenue. The town clerk shall also transmit a copy of the certification and the resolution under sub. (1) to the county clerk.

(6) ACTION. No action to contest the validity of an incorporation under this section on any grounds, whether procedural or jurisdictional, may be commenced after 60 days from the date of issuance of the certificate of incorporation by the secretary. In any such action, the burden of proof as to all issues is upon the person bringing the action to show that the incorporation is not valid. An action contesting an incorporation shall be given preference in the circuit court.

(7) VILLAGE POWERS. A village incorporated under this section is a body corporate and politic, with the powers and privileges of a municipal corporation at common law and conferred by ch. 61.

(8) EXISTING ORDINANCES. Ordinances in force in the territory or any part of the territory, to the extent not inconsistent with this section or ch. 61, continue in force until altered or repealed.

(9) EXISTING INTERGOVERNMENTAL AND COOPERATIVE BOUNDARY AGREEMENTS. Intergovernmental cooperation agreements entered into under s. 66.0301 and cooperative boundary agreements approved under s. 66.0307, to which a town incorporating under this section is a party, that are still in effect on the effective date of the incorporation, shall continue in force until altered or repealed, to the extent allowed under the agreements. When incorporated under this section, a village shall be considered the town's successor with respect to such agreements.

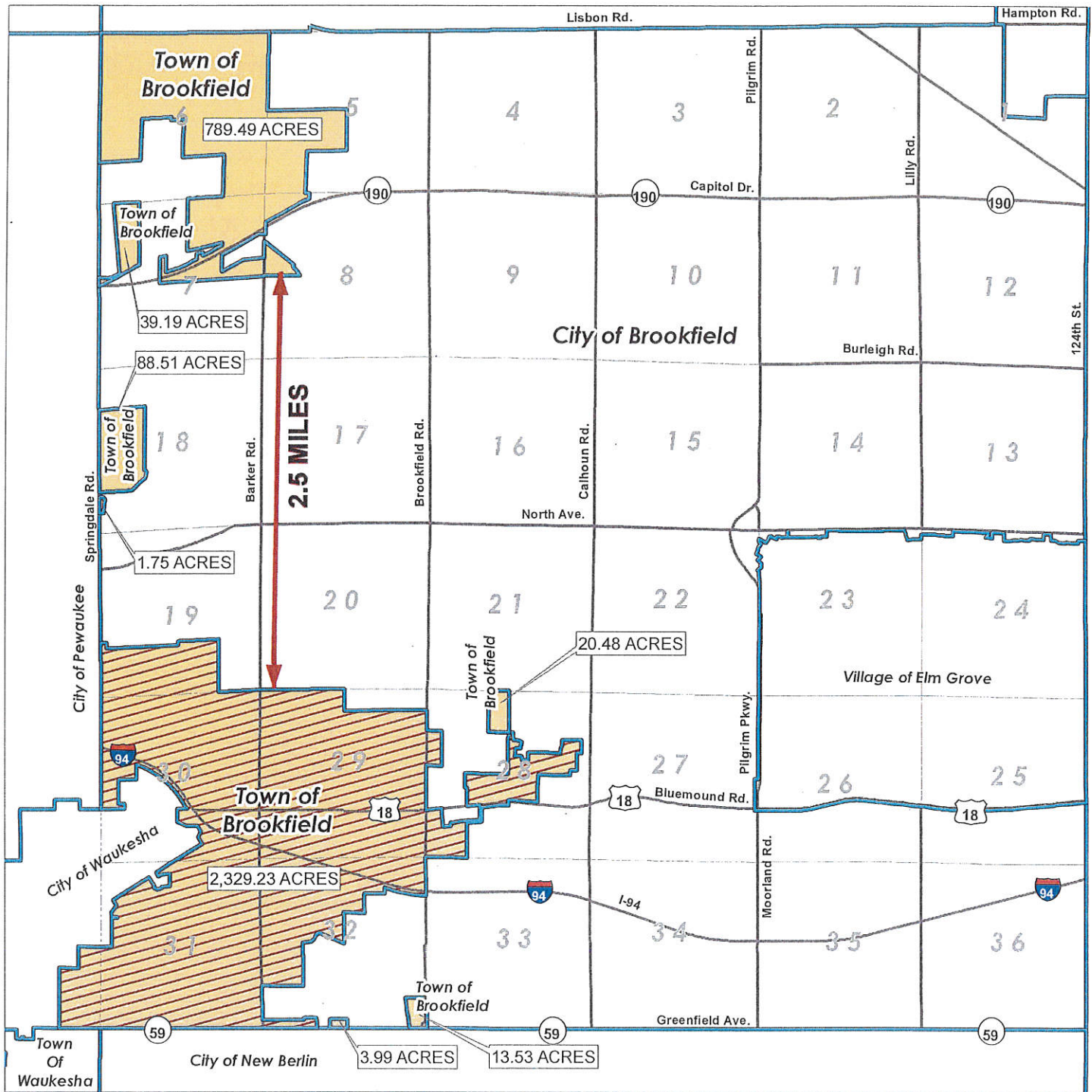
(10) INTERIM OFFICERS, FIRST VILLAGE ELECTION. Section 66.0215 (8) and (9), as it applies to a town that is incorporated as a city under s. 66.0215, applies to a town that is incorporated as a village under this section.

(11) SUNSET. This section does not apply after June 30, 2020.

EXHIBIT MAP

CIVIL BOUNDARIES AND FRAGMENTED TOWN AREAS

TOTAL TOWN OF BROOKFIELD FRAGMENTARY ACREAGE = 3,286.17 +/-



Department of
Community Development
2000 N. Calhoun Road
Brookfield, WI 53005

(262) 796-6695
www.ci.brookfield.wi.us

TO THE USER

This data is provided by the
City of Brookfield for
informational purposes only.
The City does not warrant
or guarantee the accuracy
or reliability of this data.
The recipient of this data
assumes any risk of its
use for any purpose.

- Major Roads
- PLSS Sections
- Hydrology

- Town of Brookfield Main Island
- Town of Brookfield
- City of Brookfield
- Other Municipalities

0 0.5 1 2
Miles

1 inch = 1 miles

Date Printed: 2/14/2019

Drafted By: JKT



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

DATE: May 6, 2019

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Table/Reschedule the **PUBLIC HEARING** Regarding the Conditional Use for the Property Located on Golf Road and CTH G (PWC 0940-999-001) for the Purpose of Developing the Robert J. Stenz Family Trust Property Consisting of Two and Four-Family Residential Buildings Under the Rm-1 PUD Zoning Designation as Requested by Jim Forester to June 3rd, 2019 [Fuchs]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

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

DATE: May 6, 2019

DEPARTMENT: Human Resources

PROVIDED BY: Kelley Woldanski

SUBJECT:

Discussion and Possible Action Regarding Hiring MSDSOnline(C) to Perform a Chemical Inventory and Establish an Online Tracking System for Safety Data Sheets in Accordance with our Safety Program and Regulations. [Woldanski]

BACKGROUND:

The Department of Safety and Professional Services requires that we keep Safety Data Sheets on all chemicals we have in the workplace. This requirement is for the protection of employees who may be exposed to a chemical and/or have a reaction as the information on these sheets explains how best to protect against exposure as well as how to care for it if exposed.

Previous efforts to comply with the applicable regulations have included maintenance of inventory by department, as well as City-wide inventory kept by one staff person. These efforts have proven unsuccessful, primarily due to the time-consuming nature of these tasks and the fact that each department has numerous chemicals. At this time we are out of compliance with the regulations.

We are proposing to work with a compliance program called MSDS Online. This group provides deep discounts to local municipalities to bring them into compliance with DSDS regulations and to maintain that compliance.

The initial phase of the program includes a comprehensive inventory of all chemicals in the workplace. This proposal includes performing an inventory for ALL City owned buildings as well as any vehicles that carry chemicals.

This company then sets up an online database that can be accessed through our website so all employees are able to get to it easily. Currently, we have maintained multiple binders in different departments of the data sheets that are required to be kept. One of the obligations of the program is that all employees need to have access to the information that is maintained, and online access is becoming the most efficient and cost-effective method of doing that.

Once the data is inventoried and online access is set, management and upkeep guidelines will be established so each department can easily manage their records and keep them up-to-date and in compliance. The initial inventory will cost approximately \$9,540 due to the comprehensive nature of the assessment and to ensure that the structure that is established is fully compliant and easy to manage moving forward. Another benefit of having the program perform a full inventory is that they will identify chemicals that should be removed from each site and can make arrangements to have that done, an expertise we do not have in-house.

The ongoing maintenance will cost approximately \$1,500 annually. This cost also includes training videos to ensure that all current staff and new hires understand their obligations and how to access and use the inventory. This cost is minimal as compared to the man-hour cost for each hour that staff in each department would have to spend updating and maintaining the database in its current format. In addition, this cost is far less than other online management programs out there, as those typically run \$4,000 to \$6,000 annually.

FINANCIAL IMPACT:

This inventory is not currently budgeted for in the 2019 budget so funds would need to be identified to pay for the initial inventory and setup and then future budgets will need to include the annual maintenance fee of \$1,500.

RECOMMENDED MOTION:

ATTACHMENTS:

Description

MSDS Online proposal

CHEMICAL INVENTORY AGREEMENT

THIS AGREEMENT (this “Agreement”) is made and entered into effective as of, 2019 (“Effective Date”) by and between City of Pewaukee (the “Customer”) and Cooperative Educational Services Agency 10 (“CESA”) with principal offices located at 725 W Park Ave, Chippewa Falls, WI 54729.

RECITALS

Whereas CESA is a non-profit educational agency assisting school Customers with services and programs they would otherwise have difficulty providing, or that are mandated by the state or federal government; and

Whereas one of the services offered by CESA is environmental chemical inventory service (“Service”) which helps customers ensure the safe and proper handling of specific hazardous materials.

Whereas the Customer wishes to engage CESA to implement the Service for the Customer to assist the Customer in ensuring the safe and proper handling of specific hazardous materials identified in the scope of work

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, **IT IS HEREBY AGREED AS FOLLOWS:**

ARTICLE I SCOPE OF ENGAGEMENT

1.1 Work to be Performed. CESA shall implement the Service on behalf of the Customer. The specific tasks to be conducted by CESA as part of the Service are specified on Exhibit A attached hereto and incorporated herein by reference (“Scope of Work”).

1.2 Period of Engagement. CESA shall be engaged by the Customer as specified in TERMS Section of Exhibit A, Scope of Work. The Customer and CESA may extend the Term provided the extension is in writing and signed by both parties.

ARTICLE II COMPENSATION AND EXPENSES

2.1 Fees. Customer shall pay CESA a fee for implementation of the Program (“Fee”). The Fee will be calculated based on services selected and described in Exhibit A, Scope of Work.

ARTICLE III GENERAL PROVISIONS

3.1 Independent Contractor. The parties agree that CESA is an independent contractor and, in no event, shall CESA be deemed an employee, agent, partner, or joint venturer with the Customer. Neither the Customer nor the CESA shall in any way become obligated for the debts or expenses of the other unless otherwise agreed in writing. CESA shall not have the authority to bind the Customer or otherwise execute any document on behalf of the Customer, nor shall CESA hold itself out to the public or any third party as possessing such authority. The Customer shall not be responsible to any taxing authority for any income, payroll or withholding taxes incurred as a result of the performance by CESA of services under this Agreement. Nor shall the Customer be responsible for providing worker's compensation insurance or unemployment compensation contributions with respect to CESA as a result of the performance by CESA, or hires of the CESA, of services under this Agreement.

3.2 Applicable Law, Forum, and Construction. This Agreement shall be governed by the internal laws of the State of Wisconsin. Any dispute between the parties arising out of or related to this Agreement shall be heard only by a court in the State of Wisconsin. This Agreement shall be construed without regard to any rules of construction concerning the draftsman hereof.

3.3 Assignment. Neither this Agreement nor any rights or duties of either party hereunder shall be assignable without the written permission of the non-assigning party.

3.4 Entire Agreement; Amendment. This Agreement constitutes the complete understanding between CESA and the Customer on this subject and may not be modified or amended, except by writing and executed by a duly authorized representative of the Customer and by CESA. The Agreement is intended to be the final, complete, and exclusive statement of the terms of the parties' agreements regarding these subjects and supersedes all other prior and contemporaneous agreements and statements on these subjects.

3.5 Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. Any waiver by either party must be in writing and signed by a representative who has the authority to bind such party.

3.6 Invalidity of any Provision. The provisions of this Agreement are severable, it being the intention of the parties hereto that should any provision hereof be invalid or unenforceable, such invalidity or unenforceability of any provisions shall not affect the remaining provisions hereof, but the same shall remain in full force and effect as if such invalid or unenforceable provision or provisions were omitted.

3.7 Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if it is in writing, and if and when it is hand delivered, faxed or sent by regular mail, with postage prepaid, to CESA's principal office or to the Customer's principal office, as the case may be.

3.8 Deliverables and Confidentiality. Deliverables, including any copyrights or proprietary rights which cover the Deliverables, remain the property of CESA, and the Customer shall have no intellectual property rights or licenses to said Deliverables unless expressly provided herein. Notwithstanding the foregoing CESA grants the Customer a non-exclusive license to use the Deliverables solely for purpose as stated in Exhibit A. For purposes of this section "Deliverables" shall mean any and all work product provided by CESA to the Customer in connection with its performance of the Scope of Work whether in written, verbal or electronic form. This Agreement, its content and the Deliverables are proprietary and confidential except to the extent such matters are generally known to, and are available for use by, the public. The Customer agrees to instruct all employees not to duplicate or distribute or permit others to duplicate or distribute this Agreement or Deliverables without CESA's express written consent.

3.9 Disputes. If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved through litigation. The exclusive forum and venue of any litigation arising from this Agreement shall be a court of competent jurisdiction in Dane County, State of Wisconsin. In the event a lawsuit is brought to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to the payment of all costs and fees incurred in bringing or defending against the lawsuit from the non-prevailing party including, but not limited to, reasonable attorneys' fees, court costs, investigation costs and all related expenses. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signature Page Follows.]



IN WITNESS WHEREOF, the parties hereto have caused this Independent Consulting Agreement to be executed effective the date first written above.

CESA 10

Mike Haynes, Agency Administrator, CESA 10

City of Pewaukee

Authorized Customer Signature

Name and Title [please print]

Date

EXHIBIT A CHEMICAL INVENTORY AGREEMENT SCOPE OF WORK

City wide chemical inventory and MSDS Online database performed of City Hall, Parks (5 buildings, 1 parks shop), Water/Sewer Utility (3 lift stations, 8 well buildings), 2 Fire Stations, Misc. Vehicles are included:

- Chemicals will be inventoried in each location
- Chemical inventories will be entered into the City of Pewaukee's MSDSonline database.
- The MSDSonline database will be setup according to building location

STIPULATIONS

- Any chemicals that are unlabeled and/or expected to be extremely hazardous or flammable will be left in place and guidance will be provided for proper removal. Removal is not included in this contract.
- Household products or personal items will not be reviewed or inventoried
- Safe access to all areas to be inventoried must be provided.
- SDS' not found in the "MSDSonline" database may require an additional cost to obtain the SDS sheet from the manufacturer. Any additional costs obtaining SDS' from manufacturers will be communicated and approved by Customer prior performing work.
- Customer must provide spill response and emergency response procedures either or all if required

SCHEDULE

- A team of CESA 10 Environmental health and safety auditors would complete the facility inventories between July 1st - August 20th
 - Estimated Completion Date August 20th 2019.
- Data Entry into "SafeSchools" will be determined by the total number of the chemicals inventoried and the availability of SDS'.
 - Estimated Completion Date September 1st, 2019

FEES

Total Estimated fee = \$9,540.00

TERMS

This agreement shall remain in effect starting on July 1, 2019 and ending September 1, 2019.



PAYMENT SCHEDULE

☐ **Option 1**

Payment 1
August 20 th , 2019
\$9,540.00

DISCONTINUATION NOTICE

The Customer may discontinue this contract by providing a 10-day notice prior to work commencing.

LIMITATION ON SCOPE OF SERVICE

CESA will aid the Customer in environmental services as outlined in the Scope of Work. CESA will work closely with the Customer in interpreting regulations and identifying compliance solutions; however, it is ultimately the Customer's decision as to which suggestions are implemented and which action items are completed. The overall level of compliance will be impacted by individual Customer protocol and adherence to policies and procedures.

The Customer acknowledges and agrees that contract fees and other charges which CESA is charging under this agreement do not include any consideration for the assumption by CESA of the risk of the Customer's consequential or incidental damages or of unlimited direct damages. Accordingly, CESA shall have no liability with respect to its obligations under this agreement for consequential, exemplary, or incidental damages, even if it has been advised of the possibility of such damages. Except in the case of gross negligence or willful misconduct, in no event shall CESA be liable hereunder to Customer for cumulative direct damages in any amount greater than that paid by Customer to CESA under this agreement for the twelve (12) month period immediately preceding the accrual of the cause of action.

FURTHER LIMITATIONS ON SCOPE OF WORK

CESA 10 has entered into an Agreement for Independent Contractor Services with Chicago Bridge and Iron (NKA Aptim) ("Focus Contract") to administer the Focus on Energy Agriculture, Schools and Government Program. Under the Focus Contract CESA 10 provides certain energy efficiency and renewable energy services to agricultural producers, schools and government customers. The Scope of Services under this Agreement is separate and distinct from the scope of services in the Focus Contract. CESA 10 representatives providing services under this Agreement may, however, identify for the Customer energy efficiency improvements, services or programs within the Focus Contract scope of service ("Focus Services"). The provision of Focus Services will be provided to the Customer pursuant to the Focus Contract and are not within the Scope of Services for the Agreement.

ADJUSTMENTS, CREDITS OR MODIFICATIONS:

None.

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

DATE: May 6, 2019

DEPARTMENT: PW - Engineering

PROVIDED BY: Jeffrey L. Weigel, PE Public Works Director & City Engineer

SUBJECT:

Discussion and Possible Action to Create an Engineering Design Consultant Selection Committee for Project No. 2370-04-00_2370-04-70, the Duplainville Road Bridge Replacement (Spring Creek Bridge B670009) [Weigel / Wagner]

BACKGROUND:

The City owned bridge on Duplainville Road over Spring Creek has deteriorated to the point that replacement is necessary. We have been awarded a grant through the Wis DOT Local Bridge Program

FINANCIAL IMPACT:

The formation of the selection committee will keep us in compliance with the grant conditions, and the City would remain eligible to receive the grant funds as awarded .

RECOMMENDED MOTION:

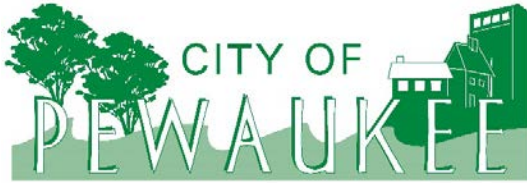
Common Council establish, by motion, the Consultant Selection Committee by naming the two elected officials (Mayor and or Alderpersons) and three Engineering Professional Staff.

ATTACHMENTS:

Description

memo to Council

Request for Qualifications



Department of Public Works

W240N3065 Pewaukee Road

Pewaukee, WI 53072

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

Email: publicworks@pewaukee.wi.us

MEMORANDUM

TO: Mayor and Common Council

FROM: Jeffrey Weigel, Public Works Director & City Engineer 

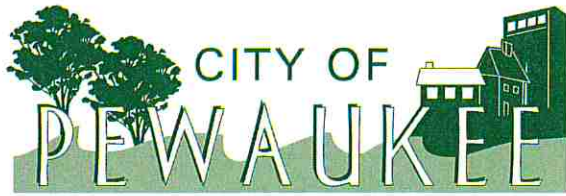
DATE: April 24, 2019

RE: Establishing a Consultant Selection Committee for the Duplainville Road Bridge Replacement

You may recall that we qualify for a State/Federal Grant for the replacement of our bridge on Duplainville Road (near the Valley Brook subdivision). The grant requires us to use a Quality Based Selection process for the design engineering. Quality based selection precludes any discussion of costs in the consultant selection process. We have a “small project” that allows us to solicit States of Qualifications (SOQ) from at least three consultants, and we have to form a Consultant Selection Committee to review these SOQs and select a consultant. We have a very short timeframe available. The May 6th meeting agenda will have an item to form the Consultant Selection Committee. I will recommend that the committee consist of two elected officials (Mayor, Alderpersons) and three professional staff (Maggie, Rich and I—all Licensed Professional Engineers). The committee would have one meeting during the week of May 13 or May 20 (preference to week of May 13), and the meeting can be during the day or evening. The committee members will each be given a copy of the SOQs in advance, and we would meet to assess or rate the qualifications and choose one. All of the applicants are prequalified by WIS DOT. We would use the attached rating sheet (this was crafted for interviews; the committee could opt for interviews after its initial meeting to review all SOQs, but interviews are not as common for small project selections). Then the committee is dissolved. We forward the selection and minutes to the State and then the contract discussions begin (staff/State/consultant), and at some point the Common Council would be asked to approve the design contract.

We opted for a Common Council assigned committee instead of the Public Works Committee for three reasons:

- 1) The State process allows for the Board of Public Works to act as this committee without further Council authorization, but we don't have a Board, we have a committee.
- 2) We are under a short timeframe and going straight to Council expedites this process.
- 3) One of the Public Works Committee members is an engineer for IMEG, one of the firms whom we solicited a SOQ. When utilizing this small project process, we need to solicit at least 3 SOQs (we solicited 5) and include any WIS DOT approved consultants who have expressed interest in the work. IMEG expressed interest. By not using the Public Works Committee we eliminate any appearance of conflict that IMEG might have.



Department of Public Works

W240N3065 Pewaukee Road

Pewaukee, WI 53072

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

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REQUEST FOR QUALIFICATIONS

FOR

ENGINEERING DESIGN SERVICES

FOR A BRIDGE REPLACEMENT PROJECT ON DUPLAINVILLE ROAD
OVER SPRING CREEK

BRIDGE ID B-67-009
CITY OF PEWAUKEE, WAUKESHA COUNTY

PROJECT STATEMENT OF QUALIFICATION SUBMITTALS ARE DUE BY:
4:00 P.M. May 6, 2019

TO: MR. JEFFREY WEIGEL, P.E.
DIRECTOR OF PUBLIC WORKS
CITY OF PEWAUKEE
W240 N3065 PEWAUKEE ROAD
PEWAUKEE, WI 53094

QUALIFICATION SUBMITTALS RECEIVED AFTER THE DATE AND TIME ABOVE WILL BE REJECTED

I. INTRODUCTION

The City of Pewaukee is requesting a Statement of Qualifications (SOQ's) from interested consulting firms in order to evaluate, rank and select a firm for the design engineering services for the replacement of a City bridge on Duplainville Road over Spring Creek. The purpose of this document is to provide interested parties with information to enable them to prepare and submit an SOQ for design services.

II. PROJECT NEED

The Duplainville Road Bridge is a single span, reinforced tee-beam bridge. The bridge was originally built in 1922 and was widened in 1953. The structure has numerous spalls with exposed reinforcing steel on the underside of the deck and on the concrete beams. Leaching and efflorescence is also present on the underside of the deck. In 2015 the bridge was noted to be in fair to poor condition with NBI condition ratings for the Deck, Superstructure and Substructure of 5. At that time the bridge had a Sufficiency Rating of 50.7. As of October 2, 2018, the Sufficiency Rating was listed as 34.6. The bridge is recommended for complete replacement.

III. PROJECT DESCRIPTION

The general scope of the project is to provide engineering design services in accordance with State and Federal standards and regulations. The project involves the complete replacement of the existing 38 feet wide by 23 feet long concrete, single span bridge and abutments with a 40 feet wide single span bridge. The project is anticipated to include: demolition and removal of the existing bridge deck and abutments; construction of the new structure; reconstruction of the approaches; and detouring of traffic. This project will receive Local Bridge Funding through the Wisconsin Department of Transportation (WisDOT).

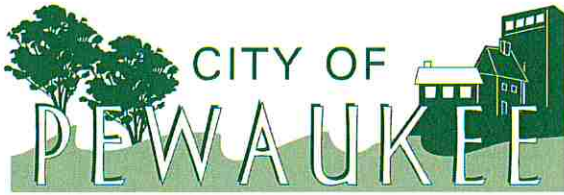
IV. DELIVERABLES

The City of Pewaukee will enter into a Three Party Design Engineering Services contract with the selected Consultant to provide: all necessary reports (including environmental, DSR, Exceptions to Standard, and any others that are required per the Wisconsin Facilities Development Manual); site surveys; structure survey report; preliminary and final construction plans; handle agency and utility coordination and permitting; coordinate public involvement activities; drainage and design layout; and specifications per the FDM for the replacement of the existing bridge structure.

V. CONSULTANT REQUIREMENTS

It is the Consultants responsibility to inspect the project site completely prior to submitting an SOQ. Failure to do so will in no way relieve the consultant from the necessity of providing, without additional cost to the City, all necessary services which may be required to carry out the intent of the resulting contract. Other requirements include:

- Experience in the design of rural bridge replacement projects of similar size and scope.
- Ability to accomplish the work within the required time frame/schedule.



Department of Public Works

W240N3065 Pewaukee Road

Pewaukee, WI 53072

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

Email: publicworks@pewaukee.wi.us

- Knowledge of the PS&E process.
- Familiarity and experience with the design criteria and requirements contained in the WisDOT FDM.
- Coordination with all agencies to obtain the necessary permits.
- Coordination with utilities.
- Pavement design experience.
- Experience with the public involvement process.
- Familiarity and experience with WisDOT reports and reporting requirements.
- Experience with hydrologic and hydraulic design.
- Experience with efficient and expedient project management.
- Committed to providing the City of Pewaukee and WisDOT with periodic updated project construction cost estimates.
- Structure replacement design experience.

VI. ATTACHMENTS

- Project location maps
- WisDOT Inspection Report for B-67-009

VII. ESTIMATED PROJECT TIMELINE

- Selection committee review of SOQ's – Early May 2019
- Ranking and selection of Design Engineering Consultants – Early to Late May 2019
- Design Engineering Contract Scoping, Negotiations, and review – June and July 2019
- Contract approval and sent for DOT signatures – August and September 2019
- Project design Engineering PS&E, permitting – October 2019 to August 2021
- Project Construction Letting – November 2021
- Project Construction – Late Winter/Spring 2022

VIII. SOQ REQUIREMENTS

- A. SUBMITTAL. Consulting engineering firms are requested to respond with a Statement of Qualifications (SOQ's) submittal which is limited to no more than twenty five (25) single sided pages (8.5 x11 inch page size). Firms must submit 8 copies of all materials required for acceptance of their proposal on or before 4:00 p.m. Central Standard Time on May 6, 2019. SOQ's must be received via mail (regular, UPS, FedEx, or equal) or in-person. SOQ's may not be sent in by facsimile machine or via email. The City of Pewaukee is not liable for any cost incurred by firms in responding to this RFQ. All supporting documentation for the SOQ is to be submitted with the Company's name and project clearly identified on the cover page. Each section shall be clearly marked or tabbed. SOQ's shall be submitted to:

Mr. Jeffrey Weigel, P.E.
Director of Public Works
City of Pewaukee
W240N3065 Pewaukee Road
Pewaukee, WI 53094

PROPOSALS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL BE REJECTED.

B. CONTACT INFORMATION. This RFQ is issued by the City of Pewaukee. Any questions regarding this RFQ should be submitted to Mr. Richard Wirtz, P.E., CFM, at 262-691-0804 or via email at: wirtz@pewaukee.wi.us. Requests for meetings with City Staff relative to this RFQ will not be entertained.

C. SOQ SECTION REQUIREMENTS. The following SOQ sections are required.

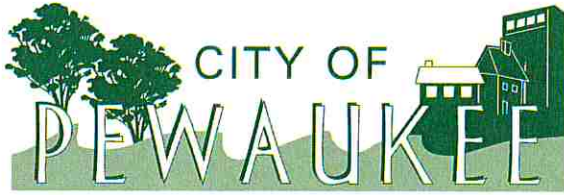
Section 1 – Firm Profile/Qualifications. Describe the firm’s experience and capabilities of providing rural bridge design services consistent with WisDOT requirements in a thorough manner while providing cost effective solutions to construction issues. Description must explain the firm’s familiarity with the WisDOT Facilities Development Manual (FDM) process and knowledge of the PS&E process.

Section 2 – Project Approach and Schedule. Work under this project shall be performed in accordance with the WisDOT FDM. Describe the firm’s project understanding, approach and schedule. Include knowledge of environmental issues and the permitting process. Identify known problems and approach to project challenges. Identify key tasks and their respective start and completion dates. The scheduled construction is anticipated to take place in late winter or early spring of 2022. The schedule must comply with all WisDOT requirements to meet a scheduled let date in November 2021. Include any concerns regarding the project and how the firm would handle them.

Section 3 – Experience with the WisDOT Public Involvement Process. Describe the firm’s experience communicating with the public and local officials on similar projects. Describe the efforts that would be accomplished by the design consultant to keep the affected property owners, motoring public, and the City informed on the design aspects of the project.

Section 4 – Project Team, Current Workloads, and Staff Availability. Provide resumes describing the education and work experience for each of the key staff members to be assigned to the project. Describe the availability and capability of the firm to meet projected completion date. Include examples to demonstrate past performance in meeting schedules.

Section 5 – Similar Project Experience and References. Describe the firm’s experience and capabilities of providing similar services. Be specific in describing the size of the project, lead personnel, client and dates. Firms must include in their SOQ’s a list of organizations, including contact name, address and telephone number, which can be used as references for similar work performed. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the reference check will be provided to evaluators and used in scoring the written SOQ.



Department of Public Works

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Pewaukee, WI 53072

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

Email: publicworks@pewaukee.wi.us

D. PROPSAL EVALUATION, SELECTION AND AWARD PROCESS.

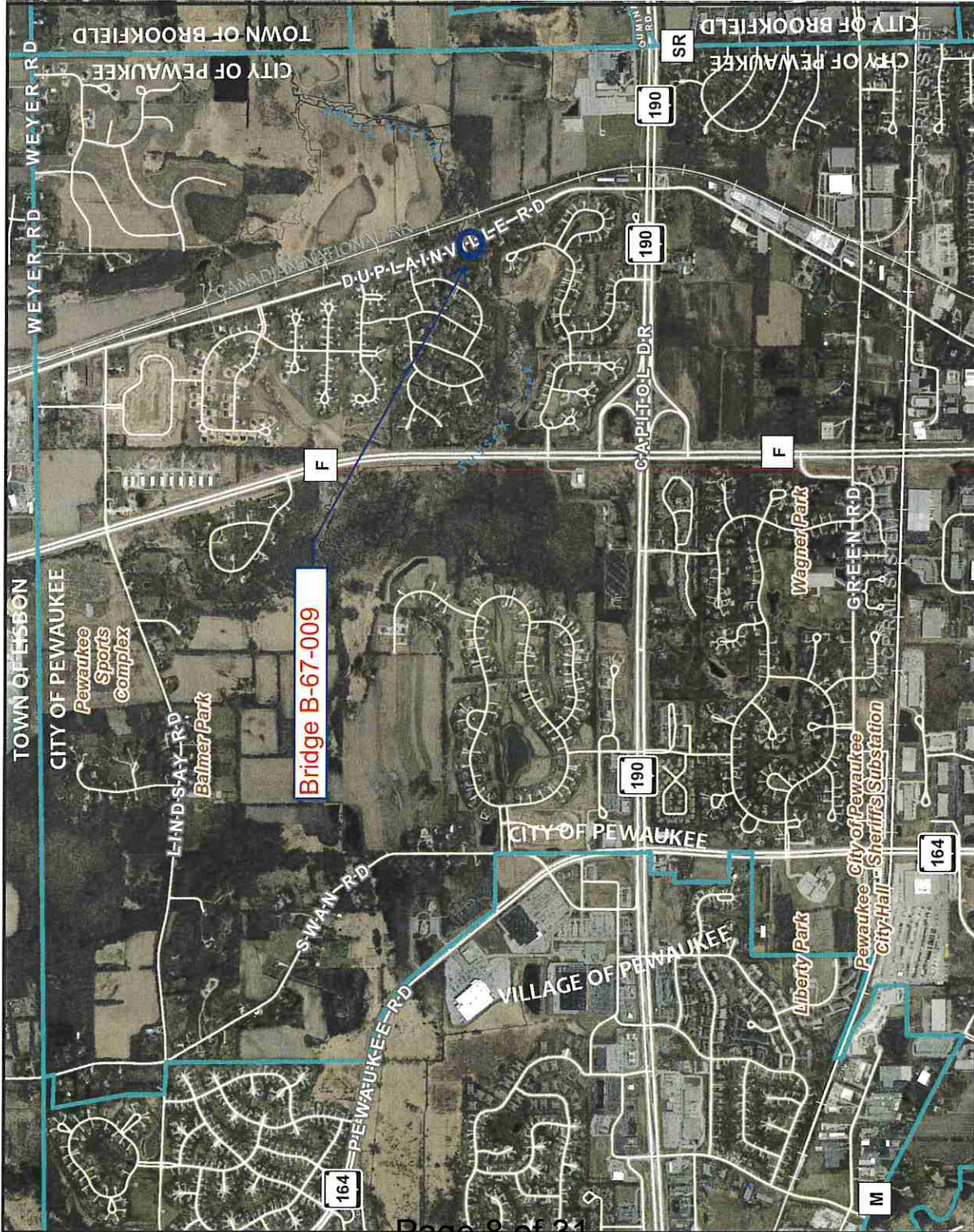
1. The consultant selection process will follow Chapter 8-5-20 of the WisDOT FDM.
2. The evaluation team will consist of at least three members as designated by the City of Pewaukee Common Council and the Director of Public Works.
3. SOQ's received by the identified time and date will be reviewed by the Director of Public Works to determine if all requirements have been met. SOQ's not meeting all requirements may result in rejection. SOQ's SHALL NOT include any cost information. Inclusion of any cost information may be grounds for rejection of the SOQ.
4. Accepted SOQ's will be reviewed by the evaluation team and scored against the stated criteria. The team will review references. The evaluation team's scoring will be tabulated and proposals ranked based on the numerical scores received.
5. The criteria used to evaluate the accepted SOQ's will be the same as those listed in FDM 8-5 Attachment 20.1.
6. After evaluating the SOQ's and results of the interviews (if held), the City will make a recommendation for award of the contract. The final award will occur after WisDOT approval of the selected consultant.
7. The City reserves the right to reject any and all SOQ's. The City reserves the right to negotiate the terms of the contract including the award amount, with the selected firm prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring firm, the City may negotiate a contract with the next highest firm.

Waukesha County GIS Map

LAND INFORMATION SYSTEMS DIVISION



- Legend
- Parcels
 - Plats
 - Retired Parcels
 - Retired Plats



The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

0 2,000.00Feet

Notes:

Printed: 12/14/2018



Waukesha County GIS Map

LAND INFORMATION SYSTEMS DIVISION



- Legend**
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Notes:

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0 400.00 Feet



Printed: 12/14/2018



STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

Inspection Report for
B-67-009

DUPLAINVILLE RD over SPRING CREEK
Oct 02, 2018



Type	Prior	Frequency (mos)	Performed
Routine	10-10-17	12	X
Interim	10-27-13	0	
Scour Plan of Action	12-01-16	48	
SIA Review	10-02-16	48	
Uw-Profile	10-10-17	24	X

Start Coordinates
Latitude
Longitude
Owner

End Coordinates (optional)
Latitude
Longitude
Maintainer

Time Log

Team members

Hours	Minutes	
1	20	

Name	Number	Signature	Signature Date
Inspector Tormey, Jeffrey T	9510	<i>Jeffrey T Tormey</i> E-signed by Jeffrey T Tormey(jtormey)	10-05-18

BRIDGE INSPECTION REPORT
Wisconsin Department of Transportation
DT2007 2003 s.84.17 Wis. Stats.

page 2

Identification & Location

Feature On: DUPLAINVILLE RD	Section Town Range: S12 T07N R19E	Structure Number: B-67-009
Feature Under: SPRING CREEK	County: WAUKESHA	
Location 1.9M N JCT CTH F	Municipality: PEWAUKEE	Structure Name:

Geometry

measurements in feet, except where noted

Approach Roadway Width: 34	Bridge Roadway Width: 38.0	Total Length: 23.0
Approach Pavement Width: 22	Deck Width: 41.5	Deck Area (sq ft): 954

Traffic

Lanes	ADT	ADT year	Traffic Pattern
On 2	4578	2015	TWO WAY TRAFFIC

Capacity

Load Rating

Inventory rating: HS08	Overburden depth (in): 8.0	Last rating date: 02-11-09	Controlling:
Operating rating: HS20	Deck surface material: BITUMINOUS	Re-rate for capacity (Y/N):	Control location:
Posting:	Re-rate notes:		

Hydraulic

Classification

Scour Critical Code(113): (3) CRITICAL-UNSTABLE FOUNDATIONS	Q100 (ft3/sec): 0	
High water elevation (ft): 0.0	Velocity (ft/sec): 0.0	Sufficiency #: 34.6

Span(s)

Span #	Material	Configuration	Depth (in)	Length (ft)	Main
1	CONCRETE	DECK GIRDER		22.0	Y

Expansion joint(s)

Temperature:	File:	New:
---------------------	-------	------

Clearance

Item	File Measurement (ft)	File Date	New Measurement (ft)
Highway Min Vertical On Cardinal			
Horizontal On Cardinal			

Construction History

Year	Work Performed	FOS id
1953	WIDEN STRUCTURE	
1922	NEW STRUCTURE	

Maintenance Items

Item	Priority	Recommended by	Status	Status change
IMP-Structure Replacement	MEDIUM	Tormey, Jeffrey T (9510)	IDENTIFIED	11/09/16

The structure is near the end of its useful life and should be replaced as soon as possible
 Application has been submitted for replacement.

BRIDGE INSPECTION REPORT
Wisconsin Department of Transportation
DT2007 2003 s.84.17 Wis. Stats.

page 3

Structure No.: **B-67-009**

Elements

Chk	Element	Defect	Description	UOM	Total	Quantity in Condition State			
						1	2	3	4
X	12		Reinforced Concrete Deck	SF	943	0	243	600	100
		1080	Delamination - Spall - Patched Area Extensive spalling with exposed rebar	SF		0	200	400	100
		1130	Cracking (RC) Narrow to medium longit cracks w/eff	SF		0	143	200	0
		8511	AC Overlay	SF	900	0	0	700	200
X	110								
		3210	Debonding/Spall/Patched Area/Pothole Numerous small spalls and patches in AC overlay	SF		0	0	400	0
		3220	Crack (Wearing Surface) Extensive cracking in AC overlay	SF		0	0	300	200
X	215		Reinforced Concrete Open Girder	LF	158	30	48	80	0
		1080	Delamination - Spall - Patched Area Spalls with exposed/corroded rebar at east and west exterior beams and scalling throughout	LF		98	30	30	0
X	331								
		1130	Cracking (RC) Numerous cracks with effl.	LF		90	18	50	0
X	215		Reinforced Concrete Abutment	LF	88	28	20	30	10
		1080	Delamination - Spall - Patched Area Some spalling and scaling	LF		0	10	10	0
X	331								
		1130	Cracking (RC) Numerous cracks w/eff	LF		0	10	20	10
X	331		Reinforced Concrete Bridge Rail	LF	52	28	20	4	0
		1080	Delamination - Spall - Patched Area Numerous small spalls, some exposed rebar in rail posts	LF		0	10	4	0
X	8400								
		1130	Cracking (RC) HL to narrow horiz and vert cracks	LF		0	10	0	0
X	8400		Integral Wingwall	EA	4	4	0	0	0
		8903	Wall Deterioration HL map cracking	EA		4	0	0	0

BRIDGE INSPECTION REPORT
Wisconsin Department of Transportation
DT2007 2003 s.84.17 Wis. Stats.

page 4

Structure No.: **B-67-009**

Assessments

Chk	Element	Defect	Description	UOM	Total	Quantity in Condition State			
						1	2	3	4
X	9001		Drainage - Ends of Structure No drainage structures present	EA	4	4	0	0	0
X	9030		Signs - Object Markers All 4 corners - SE and SW markers have been hit or scraped and bent	EA	4	2	2	0	0
X	9045		Slope Protection- Riprap At NW wing wall	EA	1	1	0	0	0
X	9323		Approach Roadway - Asphalt S. appr in cond state 3 - Transverse cracks - rutting	EA	2	0	1	1	0

NBI Ratings

	File	New
Deck	4	4
Superstructure	4	4
Substructure	4	4
Culvert	N	N
Channel	4	4
Waterway	4	4

Structure Specific Notes

Inspection Specific Notes

Inspector Site-Specific Safety Considerations

Structure Inspection Procedures

Ample parking on right northbound shoulder

Special Requirements

	Chk	Hours	Cost	Comments
Other Access Equipment	X			Waders

**Underwater Probe Form
B-67-009****General Site Conditions - Scour**

Riprap appears to have arrested scour at NW wingwall. No further evidence of scour noted

General Site Conditions - Embankment Erosion/Conditions**Substructure Notes**

Chk	Unit	Max Water Depth(ft)	Mode	Notes
X	Cardinal	2.3	Wade	North Abutment
X	Non Cardinal	2.0	Wade	South Abutment

Routine
Document Comment/Description

Elevation View Looking Southeast



Routine

Document Comment/Description

Elevation View Looking Northwest



Routine

Document Comment/Description

Longitudinal View Looking North



Routine

Document Comment/Description

Longitudinal View Looking South



Routine

Document Comment/Description

Spall with Exposed Rebar Underside of Bridge Deck



Routine

Document Comment/Description

Typical Spalling on Underside of Bridge Deck



Routine

Document Comment/Description

CS3 Longitudinal Cracks in Northbound Lane Looking North



Routine

Document Comment/Description

CS3 Longitudinal Cracks in Southbound Lane Looking North



Routine

Document Comment/Description

Spall with Exposed Rebar Bottom of East Exterior Beam



Routine

Document Comment/Description

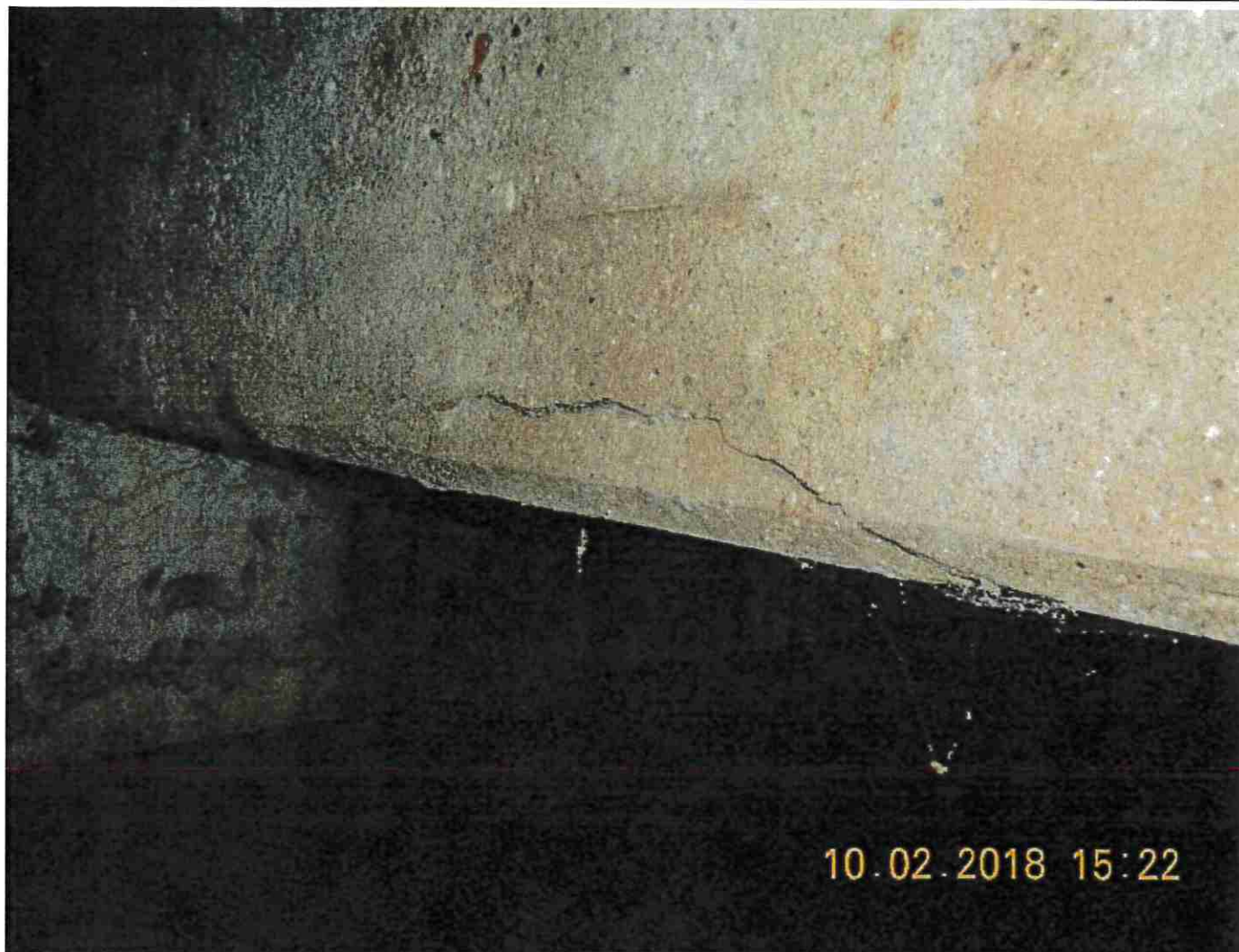
CS3 Spall with Exposed Rebar Top of Beam at Fillet



Routine

Document Comment/Description

Horizontal Crack In Interior Beam near Sough Abutment



Routine

Document Comment/Description

Vertical Crack, Spalling, Leaking at North Abutment



Routine

Document Comment/Description

CS4 Cracking and Leaching in South Abutment



Routine

Document Comment/Description

CS3 Spall with Exposed Rebar Northeast Bridge Rail End Post



Routine
Document Comment/Description

CS3 Spall with Exposed Rebar West Bridge Rail Intermediate Post



Routine

Document Comment/Description

South Approach Southbound Lane CS3



Non-Image Documents

Type	Document	Document Comment/Description	Attached
UW Profile	b67-009_18_xpd1.xlsx	Stream Cross Sections	

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

DATE: May 6, 2019

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding a Certified Survey Map for NCL Graphics Located at N29 W22960 Marjean Lane for the Purpose of Combining Five Separate Lots Into a Single Parcel (PWC 0914-008) [Fuchs]

BACKGROUND:

At their April 18, 2019 meeting, the Plan Commission recommended approval of a 1 Lot Certified Survey Map combining the five existing properties located at approximately N29W22960 Marjean Lane, bearing Tax Key Nos. 0914008, 0914007, 0914006, 0914005 and 0914973001.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

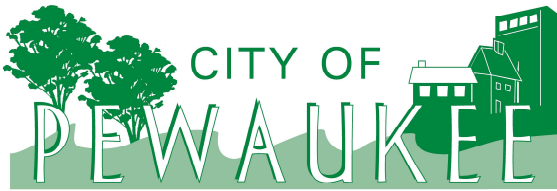
A motion to approve a 1 Lot Certified Survey Map to combine the five existing properties located at approximately N29W22960 Marjean Lane, bearing Tax Key Nos. 0914008, 0914007, 0914006, 0914005 and 0914973001.

ATTACHMENTS:

Description

Staff Report

NCL CSM



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 April 18, 2019

Date: April 8, 2019

Project Name: NCL Graphic Specialties Certified Survey Map

Project Address/Tax Key No.: approximately N29W22960 Marjean Lane /Tax Key Nos. 0914008, 0914007, 0914006, 0914005 and 0914973001

Applicant: NCL Graphic Specialties, Inc.

Property Owner: W22960 Marjean Lane LLC

Current Zoning: M-2 Limited Industrial District

Proposed Zoning: Same

2050 Land Use Map Designation: Manufacturing/Fabrication/Warehousing

Use of Surrounding Properties: CP Rail System to the north and industrial to the south, east and west

Project Description

At their November 15, 2018 meeting, the Plan Commission approved site and building plans for NCL Graphic Specialties, Inc. to allow for the rebuilding of a portion of the existing building that was damaged by fire, subject to combining the five existing parcels into a single lot per Section 18.0602 of the City's Land Division Ordinance.

As required by that approval, the applicant has submitted a certified survey map to combine the five separate lots that consist of the total development site of NCL Graphic and Specialties into a single parcel.

With approval of the CSM, a 7.73-acre parcel will be created and parking and building setback issues resulting from the interior property lines will be eliminated.

All properties are currently zoned M-2 Limited Industrial District, so split zoning is not an issue.

Recommendation

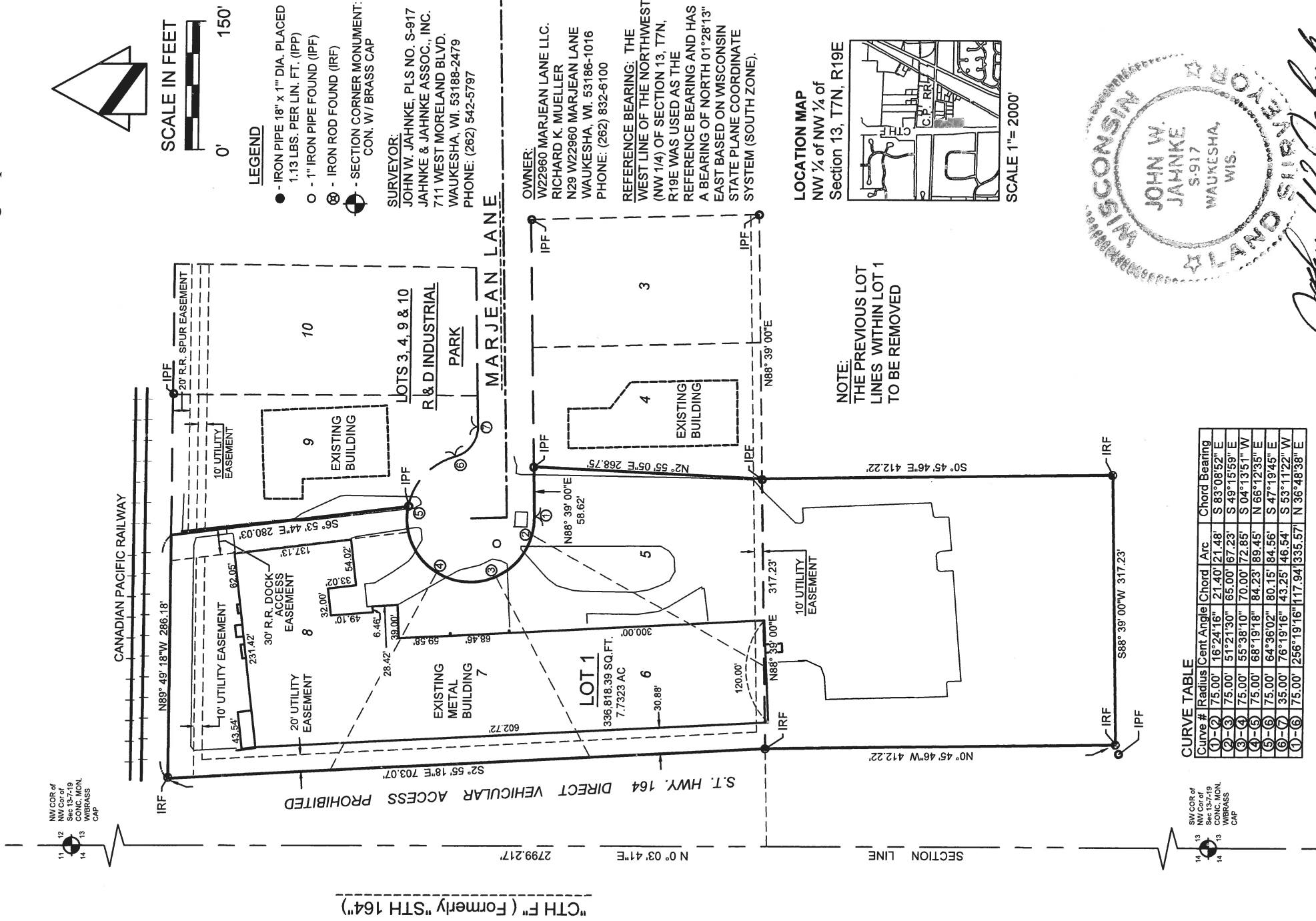
A motion recommending approval of a 1 Lot Certified Survey Map combining the five existing properties located at approximately N29W22960 Marjean Lane, bearing Tax Key Nos. 0914008, 0914007, 0914006, 0914005 and 0914973001.

CERTIFIED SURVEY MAP NO.

Sheet 1 of 4

Part of NW 1/4 of the NW 1/4 Sections 13, Town 7 North, Range 19 East
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

Includes all of Lots 5, 6, 7 and 8, R & D INDUSTRIAL PARK and abutting unplatted lands.



CERTIFIED SURVEY MAP NO.

Sheet 2 of 4

Part of the NW ¼ of the NW ¼ of Section 13, T7N, R19E
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

Includes all of Lots 5, 6, 7, and 8, R & D INDUSTRIAL PARK and abutting unplatted lands

SURVEYOR'S CERTIFICATE:

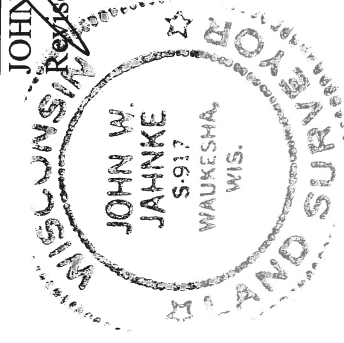
I, John W. Jahnke, professional land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided and mapped the following land bounded and described as follows:

Lots 5, 6, 7, and 8, R & D Industrial Park, being a part of the Northwest ¼ of Section 13, Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin.

ALSO

All that part of the Northwest ¼ and the Southwest ¼ of the Northwest ¼ of Section 13, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, which is bounded and described as follows: Beginning at the southwest corner of Lot 6 in R & D Industrial Park, being a subdivision of a part of the Northwest ¼ of the Northwest ¼ and the Northeast ¼ of the Northwest ¼ of Section 13, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin; thence North 88°39'00" East along the South line of said Subdivision 317.23 feet to a point; thence South 00°45'46" East 412.22 feet to a point; thence South 88°39'00" West 317.23 feet to a point on the Easterly line of County Trunk Highway "F", formerly State Trunk Highway 164; thence North 00°45'46" West 412.22 feet to the point of beginning. Containing 336,818.39 square feet (7.7323 acres) of land.

I further certify that I have made such survey, land division and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the City of Pewaukee in surveying, dividing and mapping the same.



John W. Jahnke
JOHN W. JAHNKE - Wis. Reg. No. S-917
Witnessed this 26th day of MARCH, 2019

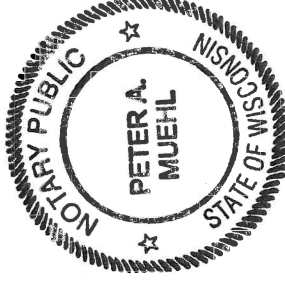
STATE OF WISCONSIN)ss
WAUKESHA COUNTY)

The above certificate subscribed and sworn to me this 26th day of MARCH, 2019.

My commission expires July 5, 2019

Peter A. Muehl

PETER A. MUEHL - NOTARY PUBLIC



OWNER: W22960 MARJEAN LANE LLC

Instrument drafted by John W. Jahnke

P.S. Pewaukee 3536

CERTIFIED SURVEY MAP NO. _____

Sheet 3 of 4

Part of the NW ¼ of the NW ¼ of Section 13, T7N, R19E
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN
Includes all of Lots 5, 6, 7, and 8, R & D INDUSTRIAL PARK and abutting unplatted lands

OWNER'S CERTIFICATE:

W22960 MARJEAN LANE, LLC, duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that it caused the land described on this map to be surveyed, divided and mapped as represented on this map. It also certifies that this Certified Survey Map is required to be submitted to the following for approval: City of Pewaukee

Page 5 of 6

W22960 MARJEAN LANE LLC

STATE OF WISCONSIN)ss
WAUKESHA COUNTY)

RICHARD K. MUELLER - MEMBER

Personally came before me this _____ day of _____, 201____, the above named RICHARD K. MUELLER, of the above named Limited Liability Company, to me known to be the one who executed the foregoing instrument and to me known to be such Member, and acknowledged that they executed the foregoing instrument as such member as the deed of said Limited Liability Company, by its authority.

My commission expires _____ NOTARY PUBLIC - _____

CONSENT OF CORPORATE MORTGAGEE:

WESTBURY BANK, a corporation duly organized and existing by virtue of the laws of the State of _____, mortgagee of the above described land, consents to the surveying, dividing and mapping of the land described in the foregoing affidavit of John W. Jahnke, surveyor, and consents to the above certificate of RICHARD K. MUELLER, owner.

WESTBURY BANK

STATE OF _____)ss
COUNTY OF _____)
Personally came before me this _____ day of _____, 2019 _____ of the above named _____, to me known as the person who executed the foregoing instrument, and to me known to be the _____ of the _____ and acknowledged that they executed the foregoing instrument as such officer as the deed of _____ by it authority.

Notary Public - _____
State of _____
My commission expires _____

WISCONSIN
JOHN W. JAHNKE
S-917
WAUKESHA
WIS.
Dated this 27th day of DECEMBER, 2018
Revised this 26th day of MARCH, 2019

OWNER: W22960 MARJEAN LANE LLC

Instrument drafted by John W. Jahnke

P.S. Pewaukee 3536

CERTIFIED SURVEY MAP NO.

Sheet 4 of 4

Part of the NW ¼ of the NW ¼ of Section 13, T7N, R19E
CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN
Includes all of Lots 5, 6, 7, and 8, R & D INDUSTRIAL PARK and abutting unplatted lands

PLAN COMMISSION APPROVAL:

Approved by the Plan Commission, City of Pewaukee, this _____ day of _____, 201__.

STEVE BIERCE – CHAIRMAN

BRANDON BERGMAN – SECRETARY

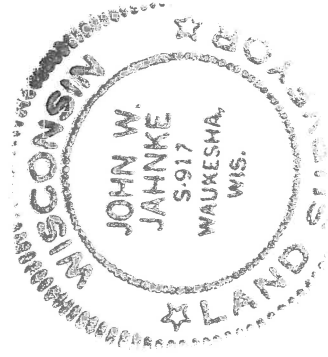
Page 6 of 6

COMMON COUNCIL APPROVAL:

Approved by the Common Council, City of Pewaukee, this _____ day of _____, 201__.

STEVE BIERCE – MAYOR

KELLY TARCZEWSKI – CLERK/TREASURER



JOHN W. JAHNKE - Wis. Reg. No. S-917
Dated this 27th day of DECEMBER, 2018
Revised this 26th day of MARCH, 2019

OWNER: W22960 MARJEAN LANE LLC

Instrument drafted by John W. Jahnke

P.S. Pewaukee 3536

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

DATE: May 6, 2019

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding **Ordinance 19-12** Rezoning the Property From RS-2 Single-Family to M-2 Limited Industrial as Requested by Klein Dickert for the Purpose of Developing a New Manufacturing and Office Facility (PWC 0866-997-001, PWC 0866-997-002, PWC 0866-997-003) [Fuchs]

BACKGROUND:

At the April 18, 2019 meeting, the Plan Commission recommended approval of the proposed rezoning request to rezone the southernmost property (PWC0866997003) of the KD Glass development from Rd-2 Two-Family Residential District to M-2 Limited Industrial District.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to approve the rezoning request to rezone the property bearing Tax Key No. PWC 0866997003 from Rd-2 Two-Family Residential District to M-2 Limited Industrial District.

ATTACHMENTS:

Description
Ordinance 19.12
Klein Dickert Map
Staff Report
Rezoning Petition
Rezoning Exhibit
Applicant Cover Letter
Applicant BPO

ORDINANCE 19-12

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

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

FROM: **RS-2 SINGLE-FAMILY RESIDENTIAL**

TO: **M-2 LIMITED INDUSTRIAL**

SECTION 1 - DESCRIPTION

The following described property:

ALL OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 8264, AND A PART OF LANDS, ALL IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 1, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 1; THENCE NORTH 89°09'33" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION 544.37 FEET TO A POINT ON THE CENTERLINE OF WILHAR ROAD; THENCE SOUTH 00°27'27" EAST ALONG SAID CENTERLINE 680.44 FEET TO THE EXTENSION OF THE NORTH LINE OF SAID PARCEL 3 AND THE POINT OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED; THENCE NORTH 89°09'33" EAST ALONG SAID NORTH LINE AND ITS EXTENSIONS THEREOF 666.27 FEET TO A POINT ON THE CENTERLINE OF DUPLAINVILLE ROAD; THENCE SOUTH 19°07'32" EAST ALONG SAID CENTERLINE 68.38 FEET TO A POINT; THENCE SOUTH 18°42'19" EAST ALONG SAID CENTERLINE 185.60 FEET TO A POINT ON THE CENTERLINE OF LINDSAY ROAD; THENCE NORTH 89°08'51" WEST ALONG SAID CENTERLINE 746.45 FEET TO A POINT ON THE CENTERLINE OF SAID WILHAR ROAD; THENCE NORTH 00°27'27" WEST ALONG SAID CENTERLINE 219.53 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINS 162,437 SQUARE FEET OR 3.7290 ACRES.

Common Description: W227 N4755 Duplainville Road

Tax Key Number: PWC 0866-997-001, PWC 0866-997-002 & PWC 0866-997-003

SECTION 2 –SEVERABILITY

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

SECTION 3 - ACTION

This Ordinance shall take effect upon passage and posting.

Dated this 5th day of May, 2019

COMMON COUNCIL OF THE CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

Attest:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer

↑
N
1" = 200'

REZONE FROM Rs-2 TO M-2

TOWN OF LISBON

CITY OF PEWAUKEE

WEYER ROAD

Rs-3

Rs-2

M-2

Rs-2

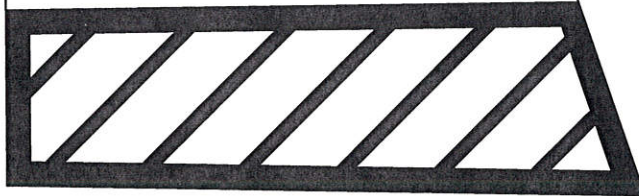
M-2

A-1

Rs-2

Rs-2

WILHAR ROAD



LINDSAY ROAD

Rs-2

WISCONSIN CENTRAL LTD. RR.
DUPLAINVILLE ROAD

Rs-4

Rs-5 Rs-5 Rs-5

Rs-5 Rs-5

Rs-5

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CHARLOTTE WAY



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 April 18, 2019

Date: April 8, 2019

Project Name: KD Glass rezoning, Comprehensive Master Plan Amendment, Certified Survey Map and Site & Building Plans

Project Address/Tax Key No.: Approximately W227N4755 Duplainville Road/PWC0866997001, 0866997002 & 0866997003

Applicant: Klein-Dickert Milwaukee, Inc.

Property Owner: KD Glass LLC

Current Zoning: M-2 Limited Industrial District (PWC0866997001 & 0866997002) and Rd-2 Two-Family Residential District (PWC0866997003)

Proposed Zoning: M-2 Limited Industrial District

2050 Land Use Map Designation: Manufacturing/Fabrication/Warehousing (PWC0866997001 & 0866997002) and Medium Density Residential (6,500 SQ. FT. – 1/2 AC./D.U.) (PWC0866997003)

Use of Surrounding Properties: Town of Lisbon to the north, single-family residential to the south, Canadian National Railroad and vacant agricultural zoned land to the east and single-family residential zoned land to the west

Introduction:

The applicant submitted several applications related to the construction of an industrial building upon three parcels of land located at approximately W227N4755 Duplainville Road. The subject property was formerly occupied by a landscape contractor and contains a single story structure that will remain. The total development site has an area of approximately 10.2365 acres (445,905 square feet).

The two northernmost properties are zoned M-2 Limited Industrial District and designated as Manufacturing/Fabrication/Warehousing on the City's Year 2050 Land Use/Transportation Plan map. The southernmost property is zoned Rd-2 Two-Family Residential District and is designated as Medium Density residential on the City's future land use map.

To accommodate the proposed development, the applicant is requesting:

- approval of a rezoning for the southernmost property (PWC0866997003) from Rd-2 District to M-2 District;
- approval of an amendment to the Comprehensive Master Plan Year 2050 Land Use/Transportation Plan future land use designation of the southernmost property from Medium Density Residential to Manufacturing/Fabrication/Warehousing;
- approval of a Certified Survey Map to combine the three existing parcels into a single lot; and

- approval of site and building plans related to the site plan, landscaping, lighting, storm water management, and architecture;

This development will be the headquarters of Klein-Dickert Milwaukee, Inc. (d/b/a KD Glass). KD Glass provides glass and glazing products and services. The business use is allowed as a Permitted Use in the M-2 District. KD Glass will operate from 6:00 a.m. to 5:00 p.m., Monday through Friday and anticipates approximately 40 full time employees that will work from this location. It can also be noted that the site contains sufficient area for future expansion. Note any future building or site changes would require separate review and approval at that time.

Project Description/Analysis:

Certified Survey Map (CSM)

The CSM combines the three existing parcels into a single lot. Staff is recommending the following conditions be met to the satisfaction of the City Planner and prior to recording the CSM with the Waukesha County Register of Deeds:

- Per Section 18.0602, the proposed lot lines to be removed shall be labeled as “previous lot line – to be removed.”
- The following information shall be shown on the face of the CSM as required by Section 18.0603b:
 - Setbacks or Building Setback Lines required by the Plan Commission or other City or County Ordinances;
 - Utility, drainage, and access easements; and
 - Date of the CSM.
- A 30-foot wide planting easement shall be illustrated along the south property line per Section 18.0401m(2). The easement shall include a note requiring that the easement be reserved for the planting of trees and shrubs, and the building of structures within the easement is prohibited.
- The Plan Commission Secretary name shall be revised to Brandon Bergman, Secretary.

Existing Storm Water Retention Easements

A previous land division, CSM No. 8264, for the subject properties included three storm water retention easements. This includes a 50-foot easement along the north side of the development, a 70-foot wide easement at the southwest corner of the development and a 70-foot wide easement at the southeast corner.

As the easements along the north property line and at the southeast corner are not needed, staff recommends that the approval of the subject development be conditioned upon the grant by the City and the property owner of a release of the storm water retention easement restriction established by Certified Survey Map No. 8264 recorded May 1, 1997 for the 50-foot wide storm water retention easement along the north property line of property bearing Tax Key No. 0866997001 and the 70-foot wide easement located at the southwest corner of the development upon properties bearing Tax Key Nos. 0866997003 and 0866997002 , prior to recording the CSM with the Waukesha County Register of Deeds.

The easement within the southwest corner of the property is needed for drainage purposes and staff does not recommend its release, unless that area is accounted for and drains to the proposed retention pond.

CSM No. 8264 states that the storm water easements are intended for retention basins. The proposed development plan includes improvements within the north easement (to be released as conditioned above) and parking and drives within the easement located at the southwest corner of the property (recommended to remain). Staff questions whether any development should occur within these easements other than those improvements related to storm water retention.

As such, staff recommends that the 70-foot wide storm water retention easement be revised to locate all parking and drive areas outside of the easement, prior to recording the Certified Survey Map with the Waukesha County Register of Deeds. This would shorten the length of the easement by approximately 40-feet.

Site and Building Plans

The applicant is proposing a 54,335 square foot building, which includes roughly 48,000 square feet of manufacturing space and 6,000 square feet of office space. The development will result in 35% of the site covered by impervious surfaces and 65% greenspace, which complies with the required 40% minimum greenspace standard per the City's Zoning Code.

The project includes the building, which consists of loading docks and overhead doors along the north, east and west elevations and associated parking, landscaping and lighting, which are further detailed below. In addition, storm water management facilities are proposed and located south of the building, adjacent to Lindsay Road. The detailed storm water management plan is currently under review.

As recommended by staff, the applicant is proposing one ingress/egress location from Duplainville Road. The entrance drive is 40-feet wide as recommended by the Fire Chief.

Staff recommendations related to the site plan include:

- Final grading, erosion control and storm water management plans shall be submitted for approval by the Engineering Department prior to any land disturbance activities.
- If there is any overnight parking or storage proposed, a revised site plan shall be submitted, for review and approval by the City Planner, which illustrates areas designated for overnight parking of commercial vehicles, trailers, storage units or any other accessory type structures. All accessory structures and parking areas shall be screened from view. Furthermore, no other outdoor storage of materials or other equipment shall be allowed onsite without Plan Commission review and approval.
- Site and Building plans shall be contingent upon Fire Chief review and approval of the subject development for conformance with Fire Codes and access to the building.
- Site and Building Plans are contingent upon Common Council approval of the proposed Rezoning, Comprehensive Master Plan Amendment, and Certified Survey Map.

Natural Resources:

The applicant is proposing to fill the two wetlands located onsite. According to the applicant, the WDNR has already granted approval for the wetland fill.

It can be noted that the property is not within a SEWRPC environmental corridor and no floodplain exist onsite.

Utilities:

Public sewer and water is available and will serve the subject development. The City received a letter from SEWRPC, dated October 30, 2018, approving the sewer extension.

Parking:

The site plan includes 82 parking spaces, including 3 ADA accessible spaces. This equates to a parking ratio of approximately 1.5 parking spaces per 1,000 square feet of gross floor area. The Zoning Code, as a guideline, suggests one space per two employees in a 12 hour period. With 40 employees, 20 parking spaces would be suggested.

Staff has no objections to the amount of parking provided.

Note that the parking spaces are 9' x 20' (180 square feet) in size, which complies with Zoning Code standards.

Landscaping:

The applicant has provided a preliminary landscape plan, which includes mostly existing landscaping. The applicant has noted that existing nursery stock will be utilized from the previous landscape contractor; however, they have not yet fully inventoried those plantings to apply them to a landscape plan.

As such, staff recommends submittal of a detailed landscape plan, for Plan Commission review and approval, prior to issuance of a Building Permit.

Staff has indicated to the applicant that dumpsters, loading areas and truck docks must be screened. In addition, a 30-foot landscape easement along the south property line is recommended on the CSM, and staff noted that particular attention be made within this area to provide a buffer to the existing single-family residential development to the south.

The applicant did not submit a separate "wood growth" plan; however, the survey provided shows existing treed areas of the site and the landscape plan indicates those trees that will remain.

Lighting:

A Lighting Plan has not yet been provided; therefore, staff recommends a detailed lighting plan, including a photometric plan and cut sheets/catalog pages of all light fixtures, shall be submitted for City Planner review and approval prior to the issuance of a Building Permit.

Architecture:

The proposed building exterior consists primarily of painted precast concrete wall panels. The office portion of the building will be constructed of a glass curtain wall system.

The building contains overhead doors on the north, east and west elevations. The overhead doors on the north and west elevations are white. The overhead doors on the east elevation facing Duplainville

Road appear to be decorative glass doors; however, the label on the plans incorrectly indicate white doors.

Rooftop mechanicals are located on the office portion of the building and are screened by a louver or panel that will be designed to complement the building.

The existing building onsite will be painted to match or complement the new manufacturing facility.

Signage:

Sign plans have not yet been submitted. As shown on the renderings, a wall sign is anticipated above the front entrance. A monument sign adjacent to Duplainville Road may also be proposed in the future.

Signage shall comply with all standards set forth in Section 17.0700 of the City's Zoning Code and require separate review and approval by the City Planner as well as a Sign Permit from the Building Services Department, prior to installation.

Recommendation:

A motion to recommend approval of the proposed rezoning request to rezone the southernmost property (PWC0866997003) from Rd-2 Two-Family Residential District to M-2 Limited Industrial District.

A motion to recommend approval of an amendment to the Comprehensive Master Plan Year 2050 Land Use/Transportation Plan future land use designation from Medium Density Residential to Manufacturing/Fabrication/Warehousing for property bearing Tax Key No. 0866997003.

A motion to recommend approval of a 1 Lot Certified Survey Map to combine the three existing parcels into a single lot, subject to the conditions within the Plan Commission staff report dated April 8, 2019.

A motion to approve site and building plans submitted by Klein-Dickert Milwaukee, Inc. for the property located at approximately W227N4755 Duplainville Road, subject to the conditions within the Plan Commission staff report dated April 8, 2019.

CITY OF PEWAUKEE

STATE OF WISCONSIN

WAUKESHA COUNTY

- NOTICE OF ZONING MAP AMENDMENT PUBLIC HEARING -

PLEASE TAKE NOTICE THAT THERE WILL BE A PUBLIC HEARING ON THE PETITION OF: KLEIN DICKERT TO REZONE FROM: RS-2 SINGLE-FAMILY RESIDENTIAL TO: M-2 LIMITED INDUSTRIAL

ALL OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 8264, AND A PART OF LANDS, ALL IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 1, TOWN 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 1; THENCE NORTH 89°09'33" EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION 544.37 FEET TO A POINT ON THE CENTERLINE OF WILHAR ROAD; THENCE SOUTH 00°27'27" EAST ALONG SAID CENTERLINE 680.44 FEET TO THE EXTENSION OF THE NORTH LINE OF SAID PARCEL 3 AND THE POINT OF BEGINNING OF THE LANDS HEREINAFTER DESCRIBED; THENCE NORTH 89°09'33" EAST ALONG SAID NORTH LINE AND ITS EXTENSIONS THEREOF 666.27 FEET TO A POINT ON THE CENTERLINE OF DUPLAINVILLE ROAD; THENCE SOUTH 19°07'32" EAST ALONG SAID CENTERLINE 68.38 FEET TO A POINT; THENCE SOUTH 18°42'19" EAST ALONG SAID CENTERLINE 185.60 FEET TO A POINT ON THE CENTERLINE OF LINDSAY ROAD; THENCE NORTH 89°08'51" WEST ALONG SAID CENTERLINE 746.45 FEET TO A POINT ON THE CENTERLINE OF SAID WILHAR ROAD; THENCE NORTH 00°27'27" WEST ALONG SAID CENTERLINE 219.53 FEET TO THE POINT OF BEGINNING. SAID LAND CONTAINS 162,437 SQUARE FEET OR 3.7290 ACRES.

Common Description: W227 N4755 Duplainville Road

Tax Key Number: PWC 0866997001, PWC 0866997002, PWC 0866997003

This Amendment to the Zoning Map (Change in zoning) is being proposed for the purpose of: combining three parcels into a single parcel in order to develop a new manufacturing and office facility.

THE PUBLIC HEARING will be held at a meeting of the City Plan Commission in the City Hall Common Council Chambers on **Thursday, March 21st, 2019** at or after **7:00 PM**.

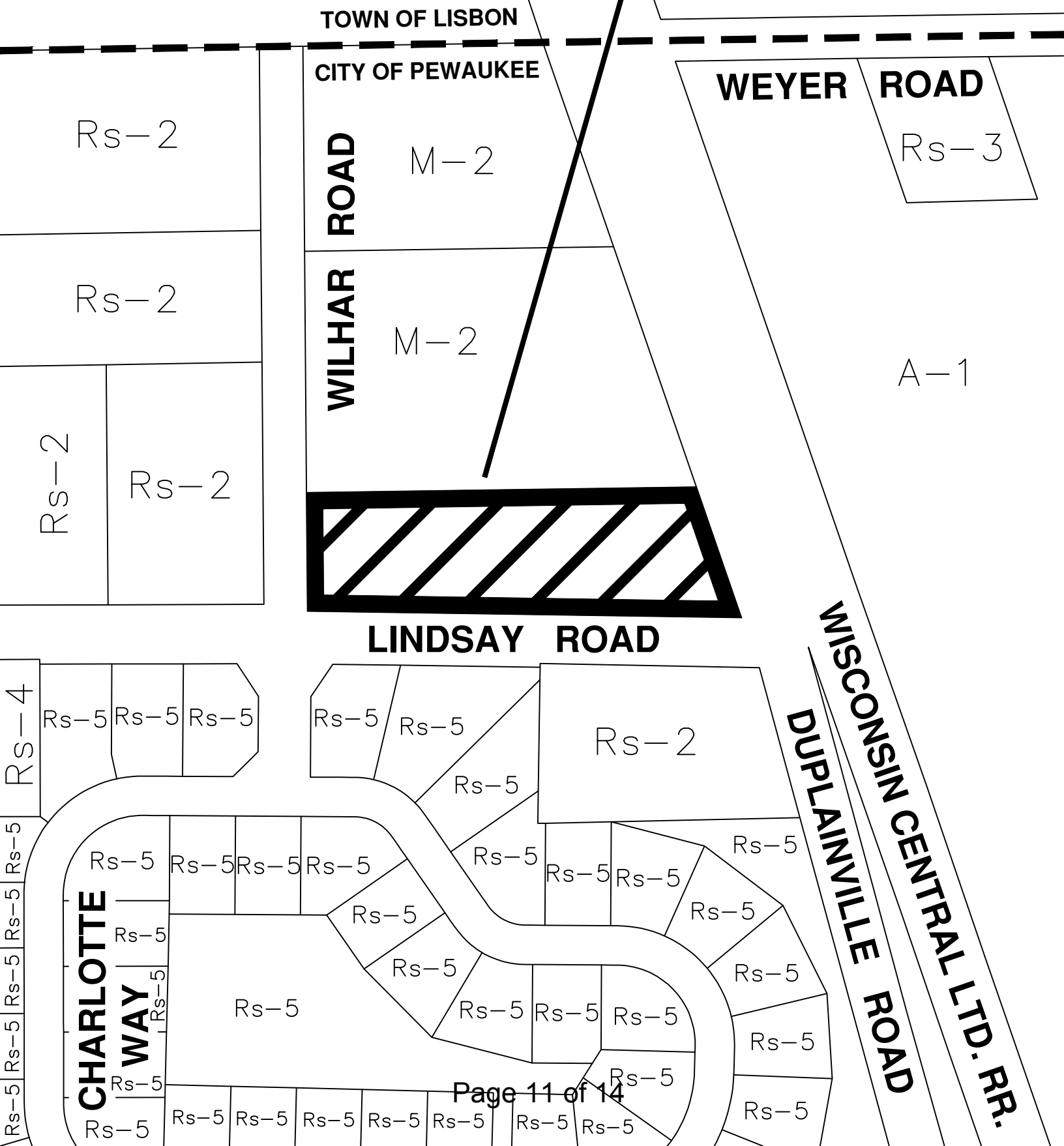
Dated this 22nd day of February, 2019.

Kelly Tarczewski,
Clerk/Treasurer, City of Pewaukee



1" = 200'

REZONE FROM Rs-2 TO M-2





STRUCTURAL ENGINEERS
EXPERTISE • INNOVATION • EXCELLENCE

February 21, 2018

Mr. Nick Fuchs
City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

Re: (J180605MTB) Klein Dickert New Facility
W227 N4755 Duplainville Rd.

Dear Mr. Fuchs:

This letter will serve as our request to bring the following items before the March 21st Plan Commission meeting in conjunction with the above referenced project.

THE PROJECT

The project consists of the development of a new 54,335 square foot manufacturing and office facility to be located at the corner of Lindsey Road and Duplainville Road in the city of Pewaukee for Klein Dickert of Milwaukee. They will be relocating from their present facility on Roundy Circle East in the city of Pewaukee.

REQUESTED APPROVALS:

(15) 11 x 17 copies of the following including signed applications.

- New CSM – Lot Combination
- Lot Rezoning
- Request for elimination of existing SW Detention Easements
- Sanitary Sewer Extension
- Storm Water Management Plan
- Typical Site, Grading and Utility Plan and Building Submittal

The SWMP as well as the Sanitary Sewer Extension have previously been submitted and are in the review and approval process.

FEES AND PAYMENT INCLUDED:

A check, made out to the "City of Pewaukee" in the amount of \$1,100.00 is included with this submittal for the following agenda items.

CSM -	\$200.00
Rezoning -	\$400.00
<u>Site/Bldg Plan -</u>	<u>\$500.00</u>
Total	\$1,100.00

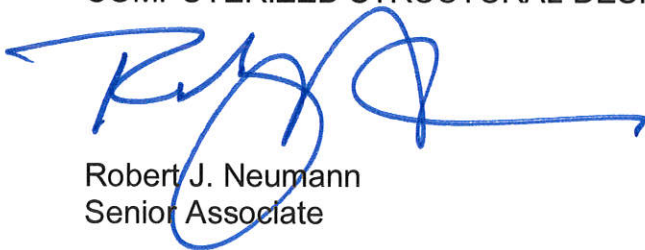
Of note for your reference relative to the site and building submittal, the site lighting and landscaping shown is conceptual. We do not have a final site photometric plan at this time for submittal. We may be able to get this finalized and submitted in the next 7 to 10 days.

The landscaping is shown for conceptual approval also for the following reason. The site was previously leased to a landscape contractor who has left on site their inventory of plants, shrubs and trees for disposal or Klein Dickerts use. We intend to utilize any viable plantings in our final layout, but the time of year does not allow us to verify what exists on site or if it is a healthy plant. We plan to do this in spring and will come back to you for final approval at that time.

Please feel free to call with any questions. We sincerely appreciate the opportunity to submit this proposal on behalf of Klein Dickert and look forward to hearing from you soon.

Sincerely,

COMPUTERIZED STRUCTURAL DESIGN, S.C.



Robert J. Neumann
Senior Associate

Encl:

cc: Jim Longley, KD
file

Village Hall 235 Hickory Street Pewaukee, WI 53072 Village Hall - 262-691-5660 Fax - 262-691-5664		BUSINESS PLAN OF OPERATION APPLICATION VILLAGE OF PEWAUKEE			Permit No. Parcel/Tax Key No. PWC 0866997001 PWC 0866997002 PWC 0866007003	
NAME OF PROPOSED BUSINESS: KLEIN DICKERT MILWAUKEE					SU: PWC 0866997002 PWC 0866007003	
SITE ADDRESS: W227 N4755 DUPLAINVILLE RD					City: PEWAUKEE State: WI Zip: 53012	
Business / Operator's Name (Please Print) KLEIN DICKERT JIM LONGLEY		Mailing Address W231 N2837 BONDY CIR EAST - PEWAUKEE, WI 53012		City: PEWAUKEE State: WI Zip: 53012		Phone# 262-650-1200 FEIN # 362707870
Tenant's Name: (Please Print) KLEIN DICKERT JIM LONGLEY - PRES.		Mailing Address 		City: PEWAUKEE State: WI Zip: 53012		Phone# --- FEIN# ---
DESCRIPTION OF BUSINESS OPERATION:						
TYPE of BUSINESS: Please Check the appropriate Box for type: ☐ Retail ☐ Wholesale ☐ Office ☐ Institutional ☐ Warehouse/Storage ☐ Other? ☒ Industrial				Description of Business: CUSTOM FABRICATOR OF ALUM. WINDOWS, STOREFRONTS AND CURTAIN WALLS.		
NEW USE? Yes or No? YES		or EXPANSION OF EXISTING USE? Yes or No? NO		OTHER?		
HOURS of OPERATION: From: 6:00 AM to 5:00 PM				DAYS of OPERATION: MONDAY THRU FRIDAY		
MAXIMUM NUMBER OF EMPLOYEES:		How many Full Time? 40 How many Part Time? 0		CURRENT ZONING: M-2 / PG-2		
Expected Customers per day: 10 MAX				Number of Trucks per day: 2 SEMI DELIVERIES 15 KD SERVICE TRUCKS		
				Number of Autos per day: 50		
PARKING Available Parking/Parking Lot Spaces # 82 Loading Spaces # 2 Is there Overnight Parking? Yes or No Where? EAST & NORTH SIDE OF BLDG.				STORAGE Any Outside Storage? Yes or No Please list type of Storage:		
SEWAGE DISPOSAL BY: Public Sewer X Septic/Holding Tank Storm Water Retention/Detention: Yes or No?		WATER SUPPLY BY: Public Water Main YES Private Well YES Other		SOLID WASTE (trash) DISPOSAL BY: Contract: Self: ADVANCE DISPOSAL Any flammable substances? Yes or No If Yes, where Stored? NA.		
Any Special Equipment/Facilities/Requirements? Yes or No What?						
APPLICANT'S SIGNATURE Jim Longley		APPLICANT'S PRINTED NAME JIM LONGLEY		DATE SIGNED 2/21/19		
PROPERTY OWNER'S SIGNATURE Jim Longley		PROPERTY OWNER'S PRINTED NAME JIM LONGLEY		DATE SIGNED 2/21/19		
APPROVAL CONDITIONS Applicant is responsible to obtain any licenses, permits, certificates or other documents from other agencies of Village Departments. For example: Cigarette and Alcoholic Beverage Licenses must be obtained from the Village Clerk and Building Permits from the Building Inspector. Also, Occupancy of the premises requires approval of this application.						
For Staff ONLY Submitted for Review on: _____ Date: _____ Approval by Zoning Administrator: _____ Date: _____ Approval by Village Planner: _____ Date: _____ SPECIAL REQUIREMENTS/COMMENTS: _____						

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

DATE: May 6, 2019

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding **Ordinance 19-11** Amending the Comprehensive Master Plan to Change the Year 2050 Land Use/Transportation Plan for Klein Dickert for Property Located at the Northwest Corner of Duplainville Road and Lindsay Road From Medium Density Residential to Manufacturing / Fabrication / Warehousing (PWC 0866-997-003) [Fuchs]

BACKGROUND:

At their April 18, 2019 meeting, the Plan Commission recommended approval of an amendment to the Comprehensive Master Plan Year 2050 Land Use/Transportation Plan future land use designation from Medium Density Residential to Manufacturing/Fabrication/Warehousing for property bearing Tax Key No. 0866997003.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to approve an amendment to the Comprehensive Master Plan Year 2050 Land Use/Transportation Plan future land use designation from Medium Density Residential to Manufacturing/Fabrication/Warehousing for property bearing Tax Key No. 0866997003.

ATTACHMENTS:

Description

Ordinance 19.11

CMP Amend. Exhibit

CMP Amend. PC Resolution

CMP Amend. Ordinance

ORDINANCE NO. 19-11

AN ORDINANCE TO AMEND THE CITY OF PEWAUKEE 2035 COMPREHENSIVE MASTER PLAN AND NEIGHBORHOOD PLANS 2015-2050 TO CHANGE THE YEAR 2050 LAND USE/TRANSPORTATION PLAN FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF DUPLAINVILLE ROAD AND LINDSAY ROAD (TAX KEY NUMBER PWC 0866-997-003) FROM MEDIUM DENSITY RESIDENTIAL (6,500 SQ. FT. – 1/2 ACRE / DWELLING UNIT) USE TO MANUFACTURING/FABRICATION/WAREHOUSING USE

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

WHEREAS, KD Glass, LLC has applied for an amendment to the Comprehensive Master Plan to change the Year 2050 Land Use/Transportation Plan for property located at the northwest corner of Duplainville Road and Lindsay Road from Medium Density Residential to Manufacturing/Fabrication/Warehousing; and

WHEREAS, the Plan Commission of the City of Pewaukee by a majority vote of the entire Commission on April 18, 2019, recorded in its minutes, has adopted a resolution recommending to the Common Council the adoption of the Ordinance to Amend the City of Pewaukee Comprehensive Master Plan to change the Year 2050 Land Use/Transportation Plan for property located at the northwest corner of Duplainville Road and Lindsay Road from Medium Density Residential to Manufacturing/Fabrication/Warehousing; and

WHEREAS, the City of Pewaukee held a public hearing upon this proposed Ordinance, in compliance with the requirements of Wis. Stat. § 66.1001(4)(d); the Plan Commission having received input from the public at a duly noticed public hearing on April 18, 2019 and forwarding its recommendation to the Common Council following said hearing; and

NOW THEREFORE, the Mayor and Common Council of the City of Pewaukee, Wisconsin, do ordain as follows:

SECTION 1: Adoption

The City of Pewaukee Comprehensive Master Plan is hereby amended to change the Year 2050 Land Use/Transportation Plan for property located at the northwest corner of Duplainville Road and Lindsay Road from Medium Density Residential to Manufacturing/Fabrication/Warehousing.

SECTION 2: Document Transmittal

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

SECTION 3: Severability

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

SECTION 4: Effective Date

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

Passed and adopted this 6th day of May, 2019.

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

ATTEST:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer

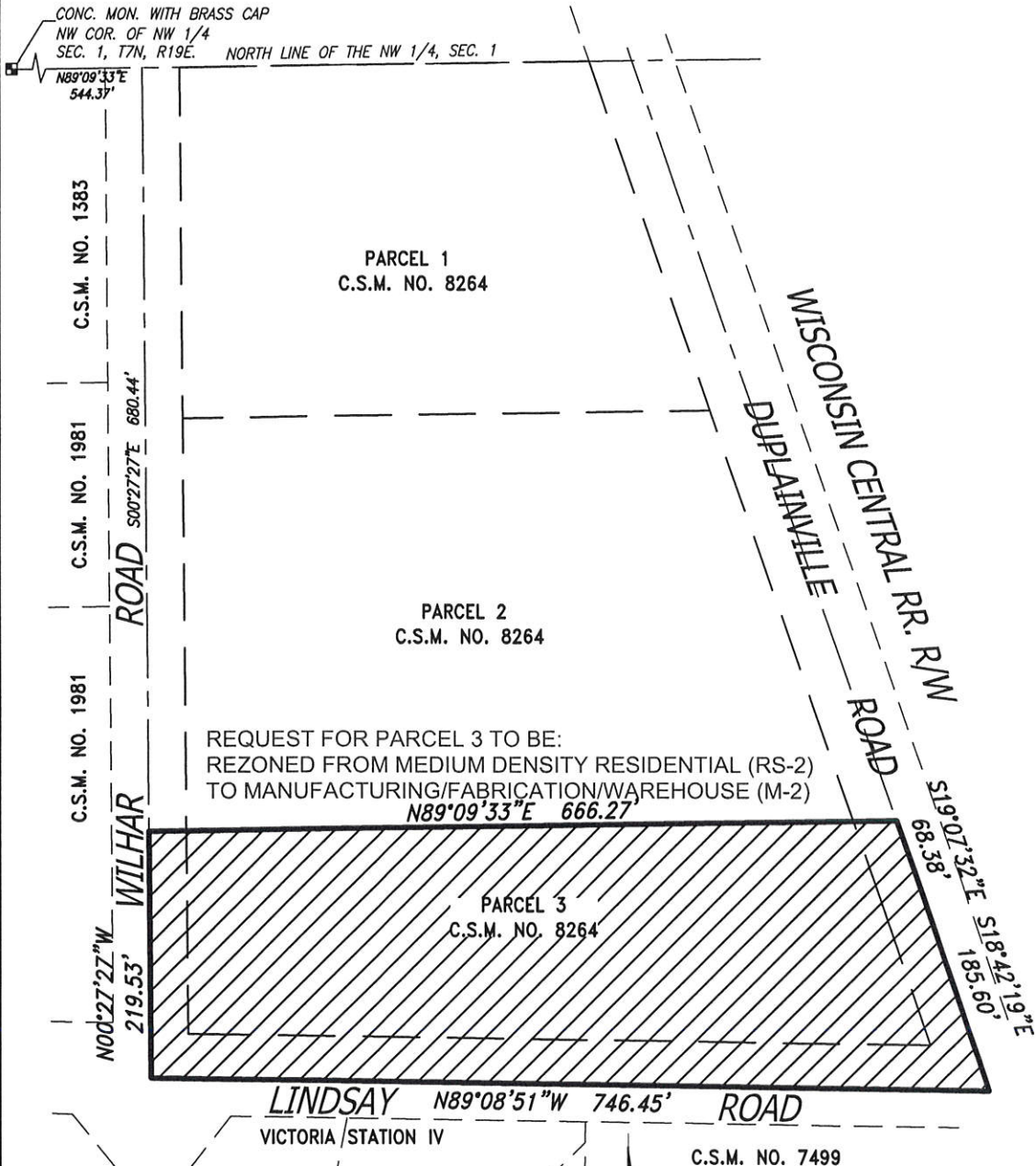
EXHIBIT "A" - REZONE

LEGAL DESCRIPTION

All of Parcel 3 of Certified Survey Map No. 8264, and a part of lands, all in the Northwest 1/4 of the Northwest 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 1; thence North 89°09'33" East along the North line of said Quarter Section 544.37 feet to a point on the centerline of Wilhar Road; thence South 00°27'27" East along said centerline 680.44 feet to the extension of the North line of said Parcel 3 and the point of beginning of the lands described hereinafter; thence North 89°09'33" East along said North line and its extensions thereof 666.27 feet to a point on the centerline of Duplainville Road; thence South 19°07'32" East along said centerline 68.38 feet to a point; thence South 18°42'19" East along said centerline 185.60 feet to a point on the centerline of Lindsay Road; thence North 89°08'51" West along said centerline 746.45 feet to a point on the centerline of said Wilhar Road; thence North 00°27'27" West along said centerline 219.53 feet to the point of beginning.

Said lands contain 162,437 square feet or 3.7290 acres.



RESOLUTION NO. __-__

**A RESOLUTION RECOMMENDING THE ADOPTION OF AN ORDINANCE TO
AMEND THE CITY OF PEWAUKEE 2035 COMPREHENSIVE MASTER PLAN AND
NEIGHBORHOOD PLANS 2015-2050 TO CHANGE THE YEAR 2050 LAND
USE/TRANSPORTATION PLAN FOR PROPERTY LOCATED AT THE NORTHWEST
CORNER OF DUPLAINVILLE ROAD AND LINDSAY ROAD (TAX KEY NO.
0866997003) FROM MEDIUM DENSITY RESIDENTIAL (6,500 SQ. FT. – 1/2
AC./DWELLING UNIT) USE TO
MANUFACTURING/FABRICATION/WAREHOUSING USE, PURSUANT TO WIS.
STAT. § 66.1001(4)(b)**

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

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

WHEREAS, KD Glass, LLC has applied for an amendment to the Comprehensive Master Plan to change the Year 2050 Land Use/Transportation Plan for property located at the northwest corner of Duplainville Road and Lindsay Road from Medium Density Residential to Manufacturing/Fabrication/Warehousing, such property bearing Tax Key No. 0866997003, more particularly described as follows:

Parcel 3 of Certified Survey Map No. 8264, recorded May 1, 1997 in Volume 72 of Certified Survey Maps on Pages 120 to 123, inclusive as Document No. 2209268, being a division of lands in the Northwest 1/4 of the Northwest 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

WHEREAS, the Plan Commission having determined that the proposed amendment in form and content as presented to the Commission on April 18, 2019, is consistent with the Comprehensive Master Plan's goals, objectives and policies and in proper form and content for adoption by the Common Council as an amendment to the Comprehensive Master Plan, subject to such modifications the Common Council may consider reasonable and necessary, following public hearing, in order to protect and promote the health, safety and welfare of the City of Pewaukee.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Pewaukee, Wisconsin, that the application for and the proposed ordinance to amend the City

of Pewaukee Comprehensive Master Plan to change the Year 2050 Land Use/Transportation Plan for property located at the northwest corner of Duplainville Road and Lindsay Road from Medium Density Residential to Manufacturing/Fabrication/Warehousing, such property bearing Tax Key No. 0866997003, be and the same is hereby recommended for adoption and incorporation into the Comprehensive Master Plan by the Common Council.:

Passed and adopted this 18th day of April, 2019.

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

ATTEST:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer

ORDINANCE NO. __-__

AN ORDINANCE TO AMEND THE CITY OF PEWAUKEE 2035 COMPREHENSIVE MASTER PLAN AND NEIGHBORHOOD PLANS 2015-2050 TO CHANGE THE YEAR 2050 LAND USE/TRANSPORTATION PLAN FOR PROPERTY LOCATED AT THE NORTHWEST CORNER OF DUPLAINVILLE ROAD AND LINDSAY ROAD (TAX KEY NO. 0866997003) FROM MEDIUM DENSITY RESIDENTIAL (6,500 SQ. FT. – 1/2 AC./DWELLING UNIT) USE TO MANUFACTURING/FABRICATION/WAREHOUSING USE

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

WHEREAS, KD Glass, LLC has applied for an amendment to the Comprehensive Master Plan to change the Year 2050 Land Use/Transportation Plan for property located at the northwest corner of Duplainville Road and Lindsay Road from Medium Density Residential to Manufacturing/Fabrication/Warehousing; and

WHEREAS, the Plan Commission of the City of Pewaukee by a majority vote of the entire Commission on April 18, 2019, recorded in its minutes, has adopted a resolution recommending to the Common Council the adoption of the Ordinance to Amend the City of Pewaukee Comprehensive Master Plan to change the Year 2050 Land Use/Transportation Plan for property located at the northwest corner of Duplainville Road and Lindsay Road from Medium Density Residential to Manufacturing/Fabrication/Warehousing; and

WHEREAS, the City of Pewaukee held a public hearing upon this proposed Ordinance, in compliance with the requirements of Wis. Stat. § 66.1001(4)(d); the Plan Commission having received input from the public at a duly noticed public hearing on April 18, 2019 and forwarding its recommendation to the Common Council following said hearing; and

NOW THEREFORE, the Mayor and Common Council of the City of Pewaukee, Wisconsin, do ordain as follows:

SECTION 1: Adoption

The City of Pewaukee Comprehensive Master Plan is hereby amended to change the Year 2050 Land Use/Transportation Plan for property located at the northwest corner of Duplainville Road and Lindsay Road from Medium Density Residential to Manufacturing/Fabrication/Warehousing.

SECTION 2: Document Transmittal

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

SECTION 3: Severability

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

SECTION 4: Effective Date

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

Passed and adopted this 6th day of May, 2019.

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

ATTEST:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer

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

DATE: May 6, 2019

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding **Resolution 19-05-09** Authorizing the Release, Waiver and Vacation of Prior Storm Water Retention Easements Upon Portions of Parcels 1, 2 and 3 of Certified Survey Map Number 8264 for Properties Located at Approximately W227 N4755 Duplainville Road (PWC 0866-997-001, PWC 0866-997-002, PWC 0866-997-003) [Fuchs]

BACKGROUND:

At their April 18, 2019 meeting, the Plan Commission approved Site and Building Plans for the Klein Dickert Milwaukee, Inc. development subject to the release and partial release of existing Storm Water Retention Easements. Below is an excerpt from the report to the Plan Commission further discussing these easements.

Existing Storm Water Retention Easements

A previous land division, CSM No. 8264, for the subject properties included three storm water retention easements. This includes a 50-foot easement along the north side of the development, a 70-foot wide easement at the southwest corner of the development and a 70-foot wide easement at the southeast corner.

As the easements along the north property line and at the southeast corner are not needed, staff recommends that the approval of the subject development be conditioned upon the grant by the City and the property owner of a release of the storm water retention easement restriction established by Certified Survey Map No. 8264 recorded May 1, 1997 for the 50-foot wide storm water retention easement along the north property line of property bearing Tax Key No. 0866997001 and the 70-foot wide easement located at the southwest corner of the development upon properties bearing Tax Key Nos. 0866997003 and 0866997002, prior to recording the CSM with the Waukesha County Register of Deeds.

The easement within the southwest corner of the property is needed for drainage purposes and staff does not recommend its release, unless that area is accounted for and drains to the proposed retention pond.

CSM No. 8264 states that the storm water easements are intended for retention basins. The proposed development plan includes improvements within the north easement (to be released as conditioned above) and parking and drives within the easement located at the southwest corner of the property (recommended to remain). Staff questions whether any development should occur within these easements other than those improvements related to storm water retention.

As such, staff recommends that the 70-foot wide storm water retention easement be revised to locate all parking and drive areas outside of the easement, prior to recording the Certified Survey Map with the Waukesha County Register of Deeds. This would shorten the length of the easement by approximately 40-feet.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to authorize the release, waiver, vacation and revision of prior Storm Water Retention Easements upon portions of Parcels 1, 2 and 3 of Certified Survey Map No. 8264 for properties located at approximately W227 N4755 Duplainville Road (PWC 0866997001, PWC 0866997002, PWC 0866997003) as described in the draft resolution.

ATTACHMENTS:

Description

Resolution 19-05-09

Draft Resolution

CSM

CSM

CSM

CSM

RESOLUTION NO. 19-05-09

**A RESOLUTION AUTHORIZING THE RELEASE, WAIVER, VACATION AND
REVISION OF PRIOR STORM WATER RETENTION EASEMENTS UPON
PORTIONS OF PARCELS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8264 FOR
PROPERTIES LOCATED AT APPROXIMATELY W227N4755 DUPLAINVILLE ROAD
BEARING TAX KEY NUMBERS
PWC 0866-997-001, PWC 0866-997-002, AND PWC 0866-997-003**

WHEREAS, the Plan Commission having approved a Certified Survey Map and Site and Building Plans upon the application of Klein Dickert Milwaukee, Inc. on April 18, 2019, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of the release and partial release of Storm Water Retention Easements located upon Parcels 1, 2 and 3 of Certified Survey Map No. 8264, recorded May 1, 1997 in Volume 72 of Certified Survey Maps on Pages 120 to 123, inclusive as Document No. 2209268 with the Office of the Register of Deeds for Waukesha County, Wisconsin, as further described below:

Release of the Storm Water Retention Easement located along the north property line of Parcel 1 of CSM No. 8264;

Release of the Storm Water Retention Easement located in the southeast corner of Parcels 2 and 3 of CSM No. 8264;

Partial release of the Storm Water Retention Easement located in the southwest corner of Parcels 2 and 3 of CSM No. 8264 as illustrated upon CSM No.

_____ [to be recorded]; and

WHEREAS, the City Engineering Department and City Planner having reviewed the proposed release of Storm Water Retention Easements and having recommended approval thereof to the Common Council; and

WHEREAS, the Storm Water Retention Easements do not reflect the proposed Klein Dickert Milwaukee, Inc. grading and storm water management development plans, which differ from the location of the existing Storm Water Retention Easements located upon Certified Survey Map No. 8264; and

WHEREAS, the Klein Dickert Milwaukee, Inc. development plans recommended for approval eliminate the need for the existence of the previously recorded Storm Water Retention Easements described above; and

WHEREAS, the previously recoded Storm Water Retention Easements described above are located upon Certified Survey Map No. 8264, which property is legally described as follows:

Parcel 1-3 of Certified Survey Map Number 8264, recorded May 1, 1997 in Volume 72 of Certified Survey Maps on Pages 120 to 123, inclusive as Document No. 2209268, being a division of lands in the Northwest 1/4 of the Northwest 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin; and

WHEREAS, Wis. Stats 236.34(1m)(e) and 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having determined that the release, waiver, vacation and revision of the prior recorded Storm Water Retention Easements is reasonable as storm water management facilities at these locations are no longer necessary or appropriate following the approval of the aforesaid site and building development plans submitted by Klein Dickert Milwaukee, Inc. and;

WHEREAS, revised storm water management facilities will be provided upon construction of the Klein Dickert Milwaukee, Inc. development in place of the previously recorded Storm Water Retention Easements.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Pewaukee, Wisconsin, that the Storm Water Retention Easements upon Parcels 1, 2 and 3 of Certified Survey Map No. 8264, recorded May 1, 1997 in Volume 72 of Certified Survey Maps on Pages 120 to 123, inclusive as Document No. 2209268 with the Office of the Register of Deeds for Waukesha County, Wisconsin, be and the same are hereby waived, released, vacated and amended as described within this Resolution.

BE IT FURTHER RESOLVED, the easements shall only be released and amended as described within this Resolution following the recording of the proposed Klein Dickert Milwaukee, Inc. Certified Survey Map to combine the three existing parcels with the Office of the Register of Deeds for Waukesha County, Wisconsin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution in the Office of the Register of Deeds for Waukesha County, Wisconsin following the recording of the proposed Klein Dickert Milwaukee, Inc. Certified Survey Map.

Passed and adopted this 5th day of May, 2019.

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

ATTEST:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer

RESOLUTION NO. __-__

A RESOLUTION AUTHORIZING THE RELEASE, WAIVER, VACATION AND REVISION OF PRIOR STORM WATER RETENTION EASEMENTS UPON PORTIONS OF PARCELS 1, 2 AND 3 OF CERTIFIED SURVEY MAP NO. 8264 FOR PROPERTIES LOCATED AT APPROXIMATELY W227N4755 DUPLAINVILLE ROAD BEARING TAX KEY NOS. 0866997001, 0866997002, AND 0866997003

WHEREAS, the Plan Commission having approved a Certified Survey Map and Site and Building Plans upon the application of Klein Dickert Milwaukee, Inc. on April 18, 2019, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of the release and partial release of Storm Water Retention Easements located upon Parcels 1, 2 and 3 of Certified Survey Map No. 8264, recorded May 1, 1997 in Volume 72 of Certified Survey Maps on Pages 120 to 123, inclusive as Document No. 2209268 with the Office of the Register of Deeds for Waukesha County, Wisconsin, as further described below:

Release of the Storm Water Retention Easement located along the north property line of Parcel 1 of CSM No. 8264;

Release of the Storm Water Retention Easement located in the southeast corner of Parcels 2 and 3 of CSM No. 8264;

Partial release of the Storm Water Retention Easement located in the southwest corner of Parcels 2 and 3 of CSM No. 8264 as illustrated upon CSM No. _____[to be recorded]; and

WHEREAS, the City Engineering Department and City Planner having reviewed the proposed release of Storm Water Retention Easements and having recommended approval thereof to the Common Council; and

WHEREAS, the Storm Water Retention Easements do not reflect the proposed Klein Dickert Milwaukee, Inc. grading and storm water management development plans, which differ from the location of the existing Storm Water Retention Easements located upon Certified Survey Map No. 8264; and

WHEREAS, the Klein Dickert Milwaukee, Inc. development plans recommended for approval eliminate the need for the existence of the previously recorded Storm Water Retention Easements described above; and

WHEREAS, the previously recoded Storm Water Retention Easements described above are located upon Certified Survey Map No. 8264, which property is legally described as follows:

Parcel 1-3 of Certified Survey Map Number 8264, recorded May 1, 1997 in Volume 72 of Certified Survey Maps on Pages 120 to 123, inclusive as Document No. 2209268, being a division of lands in the Northwest 1/4 of the Northwest 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin; and

WHEREAS, Wis. Stats 236.34(1m)(e) and 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and

WHEREAS, the Common Council having determined that the release, waiver, vacation and revision of the prior recorded Storm Water Retention Easements is reasonable as storm water management facilities at these locations are no longer necessary or appropriate following the approval of the aforesaid site and building development plans submitted by Klein Dickert Milwaukee, Inc. and;

WHEREAS, revised storm water management facilities will be provided upon construction of the Klein Dickert Milwaukee, Inc. development in place of the previously recorded Storm Water Retention Easements.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Pewaukee, Wisconsin, that the Storm Water Retention Easements upon Parcels 1, 2 and 3 of Certified Survey Map No. 8264, recorded May 1, 1997 in Volume 72 of Certified Survey Maps on Pages 120 to 123, inclusive as Document No. 2209268 with the Office of the Register of Deeds for Waukesha County, Wisconsin, be and the same are hereby waived, released, vacated and amended as described within this Resolution.

BE IT FURTHER RESOLVED, the easements shall only be released and amended as described within this Resolution following the recording of the proposed Klein Dickert Milwaukee, Inc. Certified Survey Map to combine the three existing parcels with the Office of the Register of Deeds for Waukesha County, Wisconsin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution in the Office of the Register of Deeds for Waukesha County, Wisconsin following the recording of the proposed Klein Dickert Milwaukee, Inc. Certified Survey Map.

Passed and adopted this ___th day of _____, 2019.

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

ATTEST:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer

WAUKESHA COUNTY CERTIFIED SURVEY MAP NUMBER 6264

BEING A DIVISION OF LANDS IN THE NORTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 19 EAST OF THE FOURTH PRINCIPAL MERIDIAN IN THE TOWN OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THE REFERENCE MERIDIAN IS THE WEST LINE OF THE NORTHWEST ONE QUARTER OF SECTION 1-7-19 BEARING N 00° 05' 36" W, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE, GRID BEARING

PARCEL AREAS SQUARE FEET ACRES

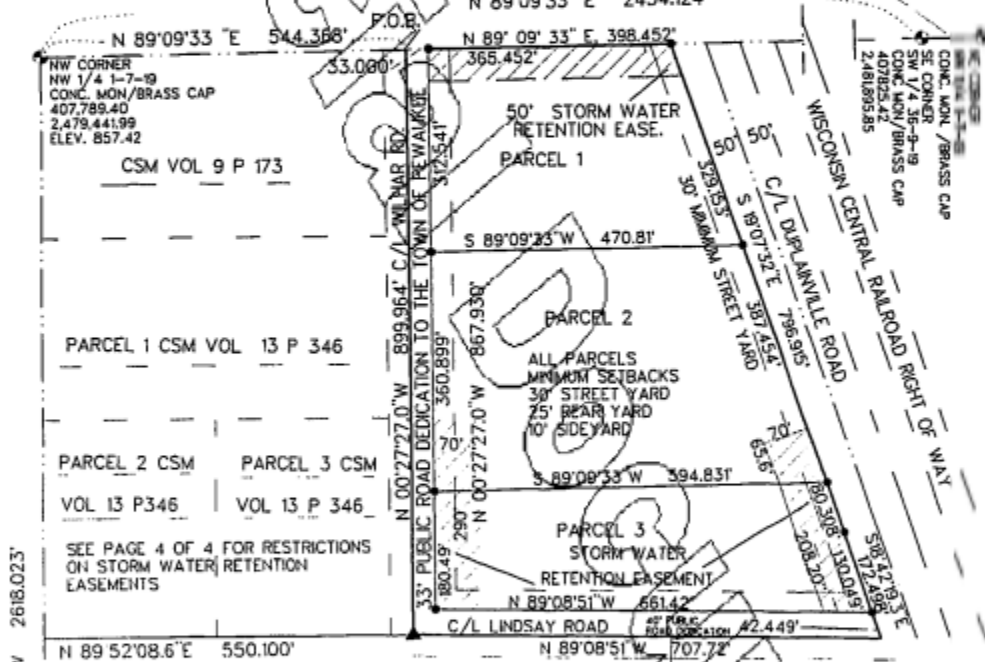
PARCEL 1	130,680	3.0000
PARCEL 2	196,020	4.5000
PARCEL 3	119,205	2.7366
R/W DED	56,437	1.2936
TOTAL	502,342	11.5322

TOWN OF LISBON

UNPLATTED LANDS

TOWN LINE = NORTH LINE OF NW 1/4
N 89° 09' 33" E 2454.124'

N 89° 03' 40" E, 915.442'



UNPLATTED LANDS

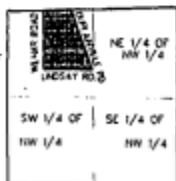
CSM VOL 64 P 34
PARCEL 1

* = 1" BY 24" IRON PIPE SET UNLESS NOTED
OWNERS: LLOYD SCHNEIDER WITH POWER OF ATTORNEY FOR:

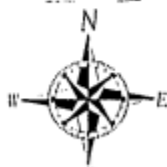
CAROL SCHNEIDER
IRVING SCHNEIDER
SURVEYOR: ROBERT N. RETZLAFF
4842 NORTH 88TH STREET
MILWAUKEE, WI 53225
4514-464-4838
414-464-8101 FAX

THIS INSTRUMENT DRAFTED BY
EDWARD J. RETZLAFF FOR ROBERT N. RETZLAFF

14 OCTOBER 96
REVISED 14 DECEMBER 96
REVISED 23 MARCH 97
REVISED 19 APRIL 97
REVISED 16 APRIL 97
REVISED 24 APRIL 97



LOCATION MAP
1" = 2000 FEET



1 INCH = 200 FEET
0 100 200 300 400

PAGE 1 OF 4 PAGES

SW CORNER NW 1/4 1-7-19
CONC. MON/ BRASS CAP
405,171.38
2,479,446.26

Robert N. Retzlaff

Page 9 of 12

WAUKESHA COUNTY CERTIFIED SURVEY MAP NUMBER 5264, BEING A
DIVISION OF LANDS IN THE NORTHWEST ONE QUARTER OF THE NORTHWEST ONE
QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 19 EAST OF THE FOURTH
PRINCIPAL MERIDIAN, IN THE TOWN OF PEWAUKEE, WAUKESHA COUNTY,
WISCONSIN

SURVEYOR'S CERTIFICATE:
STATE OF WISCONSIN) SS
MILWAUKEE COUNTY

I, Robert N. Retzlaff, Registered Land Surveyor, do hereby certify:
THAT I have surveyed, divided and mapped a division of lands in the
Northwest One Quarter of the Northwest One Quarter of Section 1,
Township 7 North, Range 19 East of the Fourth Principal Meridian in
the Town of Pewaukee, Waukesha County, Wisconsin described as
follows:

COMMENCING at the Northwest Corner of the Northwest One Quarter of
the said Section 1-7-19E;

thence N 89° 09' 33" E, Wisconsin Coordinate System South Zone,
Grid Bearing, along the North line of the said Northwest One
Quarter, 544.368 feet to the place of beginning of the lands to be
described on the center line of Wilhar Road;

thence continuing N 89° 09' 33" E, along the said north line,
398.452 feet to a point on the existing westerly right of way line
of DuPlainville Road;

thence S 19° 07' 32" E, along the said westerly right of way line,
796.915 feet to an angle point in the said westerly right of way
line;

thence S 18° 42' 19" E, 172.498 feet to a point on the center line
of Lindsay Road;

thence N 89° 08' 51" W, along the center line of Lindsay Road,
707.72 feet to a point on the centerline of Wilhar Road;

thence N 00° 27' 27" W, 899.964 feet, along the center line of
Wilhar Road, to the place of beginning.

SAID lands containing 502,342 square feet or 11.5322 acres
DEDICATING therefrom the westerly 33.00 feet and southerly 40.00
feet for public road purposes.

THAT I have made this survey, land division and map by the order
and direction of LLOYD SCHNEIDER, CAROL SCHNEIDER, AND IMOGENE
SCHNEIDER, OWNERS of said land with LLOYD SCHNEIDER having power
of attorney to sign for CAROL SCHNEIDER and IMOGENE SCHNEIDER.
THAT I have complied with the provisions of Chapter 236 of the
Wisconsin Statutes and the Subdivision Control Ordinances of the
Town of Pewaukee, in surveying, dividing and mapping the same.
THAT this certified survey map is a correct representation of all the
exterior boundaries of the land surveyed and the land division thereof
made.

DATED this 13th day of October, 1996

REVISED this 14th day of December, 1996

REVISED this 23rd day of March, 1997

THIS instrument was drafted by Edward J. Retzlaff for:
Robert N. Retzlaff, R.L.S. 1035

WAUKESHA COUNTY CERTIFIED SURVEY MAP NUMBER 49264, BEING A
DIVISION OF LANDS IN THE NORTHWEST ONE QUARTER OF THE NORTHWEST ONE
QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 19 EAST OF THE FOURTH
PRINCIPAL MERIDIAN, IN THE TOWN OF PEWAUKEE, WAUKESHA COUNTY,
WISCONSIN

OWNERS CERTIFICATE

I, LLOYD SCHNEIDER, with power of attorney to sign for CAROL
SCHNEIDER AND IMOGENE SCHNEIDER, OWNERS, do hereby certify that I
have caused the lands described in the foregoing certificate of
Robert H. Reitzlaff, Surveyor, to be surveyed, divided, mapped and
streets dedicated in accordance with the requirements of Chapter
236 of the Wisconsin Statutes and the Subdivision Control
Ordinances of the Town of Pewaukee.

WITNESS the hand and seal of said OWNER on this 27th day of
March, 1997.

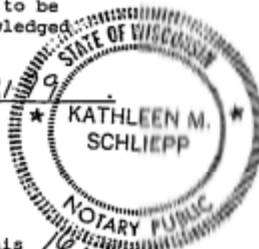
WITNESS

STATE OF WISCONSIN, SS
MILWAUKEE COUNTY,

PERSONALLY came before me on this 27th day of March, 1997
the above named LLOYD SCHNEIDER, OWNER, with power of attorney to
sign for CAROL SCHNEIDER AND IMOGENE SCHNEIDER, to me known to be
the person who executed the foregoing instrument and acknowledged
the same.

Kathleen M. Schliepp
NOTARY PUBLIC

MY COMMISSION EXPIRES 3-21-99



TOWN OF PEWAUKEE PLANNING COMMISSION APPROVAL

APPROVED by the TOWN OF PEWAUKEE Planning Commission on this 16th
day of January, 1997.

Thomas J. Jellinek
SECRETARY

Don M. Miller
CHAIRMAN

TOWN OF PEWAUKEE TOWN BOARD APPROVAL

APPROVED by the TOWN OF PEWAUKEE BOARD on this 3rd day of
February, 1997

Gloria Brister, Deputy
CLERK

Don M. Miller
TOWN CHAIRPERSON

PAGE 3 OF 4 PAGES

WAUKESHA COUNTY CERTIFIED SURVEY MAP NUMBER 8264, BEING A
DIVISION OF LANDS IN THE NORTHWEST ONE QUARTER OF THE NORTHWEST ONE
QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 19 EAST OF THE FOURTH
PRINCIPAL MERIDIAN, IN THE TOWN OF PEWAUKEE, WAUKESHA COUNTY,
WISCONSIN

VILLAGE OF PEWAUKEE EXTRA TERRITORIAL ZONING APPROVAL

APPROVED by the Village of Pewaukee Board on this _____ day of
_____ 1997

VILLAGE PRESIDENT

VILLAGE CLERK

RESTRICTIONS FOR STORM WATER RETENTION EASEMENTS

The storm water easements shown on the face of this map are
intended for retention basins which shall be constructed prior to
the sale of any parcel. Once these basins are constructed, they
shall not be filled or made smaller in size.

The responsibility for cleaning, silt removal and other required
maintenance remains with the individual parcel owners who shall be
solely responsible for all expenses associated with the proper
maintenance of any portion of a pond existing on their parcel.

The Town of Pewaukee or its successor entity, retains the right of
access to the ponds for inspection purposes and retains the right
to clean and repair them with the cost added to the tax bill as a
special assessment in the event that the parcel owner does not do
the work in a timely fashion.

Page 4 of 4 pages

2209268

REGISTER'S OFFICE)

ISS

Waukesha Co., WI)

No. _____

RECEIVED FOR RECORD THE _____ DAY

OF May A.D. 19 97 AT

1:16 O'CLOCK P. M. & RECORDED

IN Vol 70 OF CSM, ON page 180-183

Michael J. Haaslinger

REGISTER

King Marlene M. Langley
Deputy

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

DATE: May 6, 2019

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Action Regarding a Certified Survey Map for Klein Dickert for Property Located at W227 N4755 Duplainville Road for the Purpose of Combining Three Existing Parcels Into a Single Lot (PWC 0866-997-001, PWC 0866-997-002, PWC 0866-997-003) [Fuchs]

BACKGROUND:

At their April 18, 2019 meeting, the Plan Commission recommended approval of a 1 Lot Certified Survey Map to combine the three existing parcels into a single lot, subject to the conditions within the Plan Commission staff report dated April 8, 2019.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

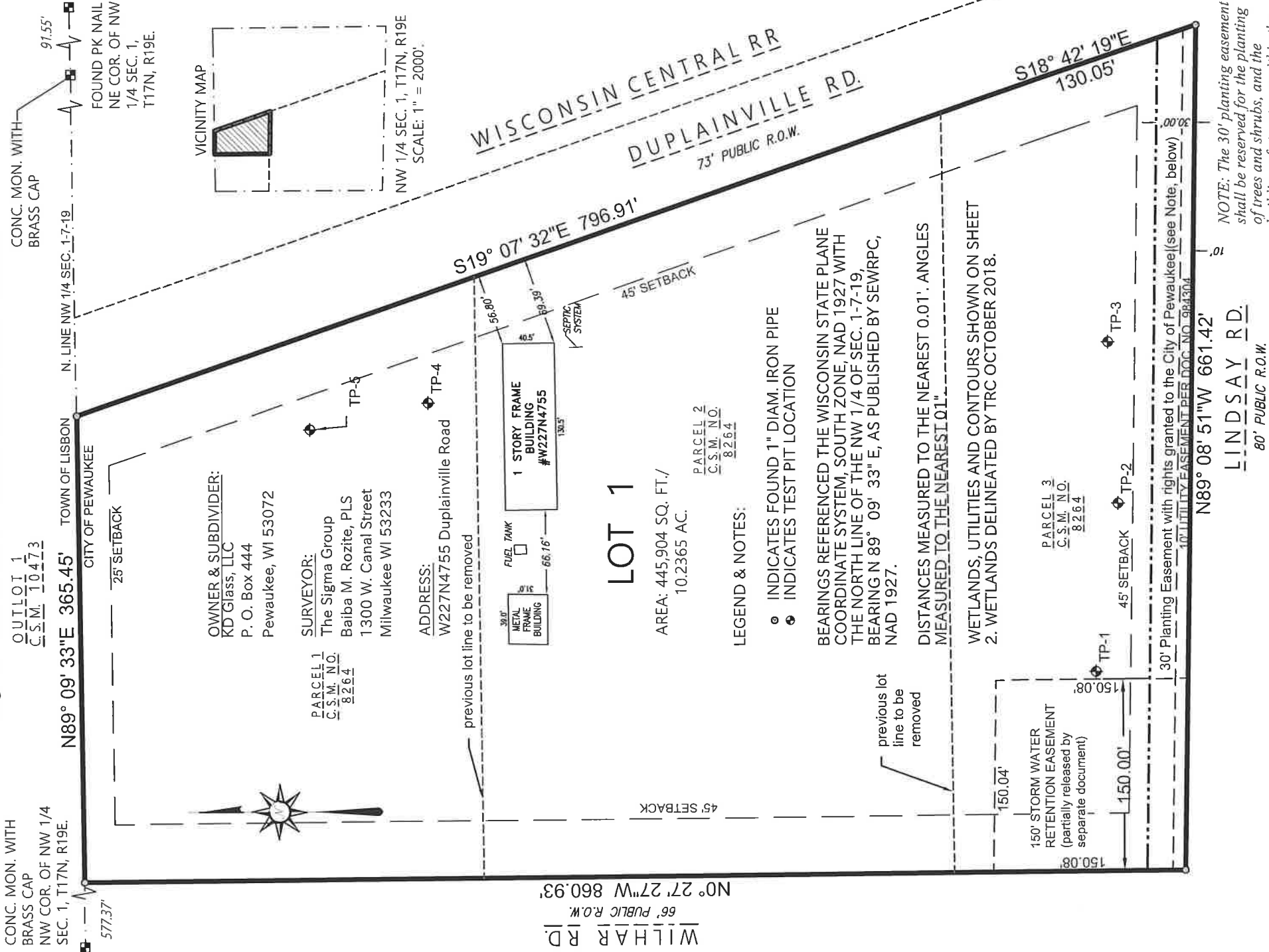
A motion to approve a 1 Lot Certified Survey Map to combine the three existing parcels into a single lot, subject to the width of the storm water retention easement being widened to 150-feet and subject to technical corrections as outlined within the Plan Commission staff report dated April 8, 2019.

ATTACHMENTS:

Description
CSM

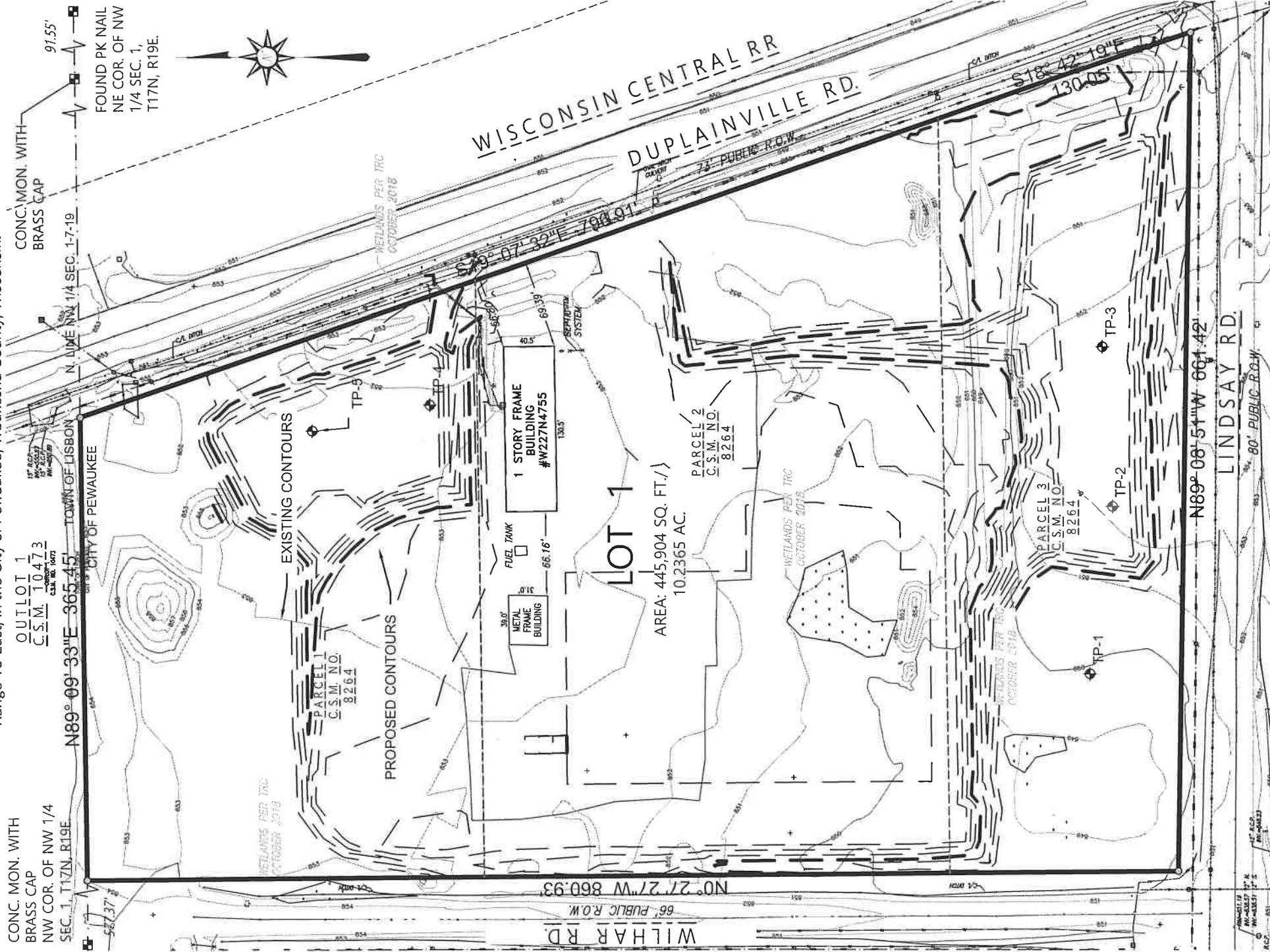
CERTIFIED SURVEY MAP NO. _____

Parcels 1-3 of Certified Survey Map No. 8264, recorded May 1, 1997 in Volume 72 of Certified Survey Maps on Pages 120 to 123, inclusive as Document No. 2209268, being a division of lands in the Northwest 1/4 of the Northwest 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.



CERTIFIED SURVEY MAP NO.

Parcels 1-3 of Certified Survey Map No. 8264, recorded May 1, 1997 in Volume 72 of Certified Survey Maps on Pages 120 to 123, inclusive as Document No. 2209268, being a division of lands in the Northwest 1/4 of the Northwest 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.



Page 3 of 7

THE SIGMA GROUP
Single Source. Sound Solutions.

www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER 17945 DRAFTED BY BMR. 9-20-2018, REV. 9-26-19 & 4-26-19

Sheet 2 of 6



CERTIFIED SURVEY MAP NO. _____

Parcels 1-3 of Certified Survey Map No. 8264, recorded May 1, 1997 in Volume 72 of Certified Survey Maps on Pages 120 to 123, inclusive as Document No. 2209268, being a division of lands in the Northwest 1/4 of the Northwest 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
):SS
MILWAUKEE COUNTY)

I, BAIBA M. ROZITE, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped all of Parcels 1-3 of Certified Survey Map No. 8264, recorded May 1, 1997 in Volume 72 of Certified Survey Maps on Pages 120 to 123, inclusive as Document No. 2209268, being a division of lands in the Northwest 1/4 of the Northwest 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

Said parcel contains 445,904 square feet or 10.2365 acres of land, more or less.

THAT I have made the survey, land division, and map by the direction of the owner of said land.

THAT the map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

THAT I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the City of Pewaukee Land Division Ordinance in surveying, dividing and mapping the same.

Baiba M. Rozite, Professional Land Surveyor S-2351
(SEAL)

CERTIFIED SURVEY MAP NO. _____

Parcels 1-3 of Certified Survey Map No. 8264, recorded May 1, 1997 in Volume 72 of Certified Survey Maps on Pages 120 to 123, inclusive as Document No. 2209268, being a division of lands in the Northwest 1/4 of the Northwest 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE

KD Glass, LLC, a Wisconsin limited liability company, as Owner, hereby certifies that said KD Glass, LLC caused the land described on this map to be surveyed, divided and mapped as represented on this map.

KD Glass, LLC further certifies that this map is required by s. 236.10 or 236.12 to be submitted to the following for approval or objection: The City of Pewaukee.

WITNESS the hand and seal of said owner this ____ day of _____, 20____.

In the presence of:

_____ KD Glass, LLC, printed name & title

STATE OF WISCONSIN)

_____)SS
_____ COUNTY)

Personally came before me this ____ day of _____, 20____, the above-named _____ to me known to be the same person who executed the foregoing instrument and acknowledged the same.

_____(SEAL) NOTARY PUBLIC signature, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES _____.

CERTIFIED SURVEY MAP NO.

Parcels 1-3 of Certified Survey Map No. 8264, recorded May 1, 1997 in Volume 72 of Certified Survey Maps on Pages 120 to 123, inclusive as Document No. 2209268, being a division of lands in the Northwest 1/4 of the Northwest 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

FOUNDATIONS BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this map, and does hereby consent to the above certificates of **MHL Land, LLC**, owners.

Page 6 of 7

IN WITNESS WHEREOF, the said **FOUNDATIONS BANK**, has caused these presents to be signed by _____, its President, and countersigned by _____ its Vice President at _____, Wisconsin, and its corporate seal to be hereunto affixed this _____ day of _____, 20_____.

In the presence of:

FOUNDATIONS BANK

President	Date
-----------	------

Vice President

STATE OF WISCONSIN)
_____) COUNTY) SS

Personally came before me this _____ day of _____, 20_____, _____, President, of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) _____ NOTARY PUBLIC signature, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES _____.

STATE OF WISCONSIN)
COUNTY) SS

Personally came before me this _____ day of _____, 20_____, _____, Vice President, of the above-named corporation; to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of Commercial Lending of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(SEAL) _____ NOTARY PUBLIC signature, STATE OF WISCONSIN

notary printed name

MY COMMISSION EXPIRES

THE SIGMA GROUP
Single Source. Sound Solutions.

www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

CERTIFIED SURVEY MAP NO. _____

Parcels 1-3 of Certified Survey Map No. 8264, recorded May 1, 1997 in Volume 72 of Certified Survey Maps on Pages 120 to 123, inclusive as Document No. 2209268, being a division of lands in the Northwest 1/4 of the Northwest 1/4 of Section 1, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin.

CITY OF PEWAUKEE PLAN COMMISSION CERTIFICATE OF APPROVAL

APPROVED BY THE PLAN COMMISSION OF THE CITY OF PEWAUKEE ON THIS _____ DAY OF _____, 20____.

STEVE BIERCE, CHAIRMAN

BRANDON BERGMAN, SECRETARY

CITY OF PEWAUKEE COMMON COUNCIL CERTIFICATE OF APPROVAL

APPROVED BY THE COMMON COUNCIL OF THE CITY OF PEWAUKEE ON THIS _____ DAY OF _____, 20____, BY
RESOLUTION NO. _____.

STEVE BIERCE, MAYOR
CITY OF PEWAUKEE

KELLY TARCZEWSKI, CLERK/TREASURER
CITY OF PEWAUKEE

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

DATE: May 6, 2019

DEPARTMENT: Administration

PROVIDED BY:

SUBJECT:

PUBLIC HEARING and Possible Action to Approve **Resolution 19-05-10** to Vacate Approximately 0.1320 Acre of City of Pewaukee Right-of-Way and Attach the Entirety to Property Located at W226 N918 Northmound Road For the Purpose of Accommodating the Development of a 131,400 Square Foot Industrial Building (PWC 0962-998-005) Per the Request of Briohn Building Corporation [Fuchs]

BACKGROUND:

At their April 18, 2019 meeting, the Plan Commission recommended approval of the right-of-way vacation consisting of a portion of a planned cul-de-sac, which extends along the east side of Northmound Drive, generally located south of Interstate 94 and north of Eastmound Drive, directly adjacent to property located at W226N918 Northmound Drive bearing Tax Key No. 0962-998-005 (Silver Creek Apartments, owner), property bearing Tax Key No. 0962-998-004 (Sanitary District #3, owner), and property located along the west side of Northmound Drive at N5W23000 Bluemound Road bearing Tax Key No. 0962-995-008 (Payne & Dolan, Inc., owner).

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to approve the vacation of approximately 0.1320 acre of City of Pewaukee right-of-way consisting of a portion of a planned cul-de-sac abutting property located at W226N918 Northmound Drive bearing Tax Key No. 0962-998-005.

ATTACHMENTS:

Description

Resolution 19-05-10

Staff Report

Draft Resolution

Resolution Exhibit A

Resolution Exhibit B

Application Submittal

Site Plan

RESOLUTION NO. 19-05-10

A RESOLUTION TO VACATE APPROXIMATELY 0.1320 ACRE OF RIGHT-OF-WAY CONSISTING OF A PORTION OF A PLANNED CUL-DE-SAC, WHICH EXTENDS ALONG THE EAST SIDE OF NORTHMOUND DRIVE, GENERALLY LOCATED SOUTH OF INTERSTATE 94 AND NORTH OF EASTMOUND DRIVE, DIRECTLY ADJACENT TO PROPERTY LOCATED AT W226N918 NORTHMOUND DRIVE BEARING TAX KEY NUMBER PWC 0962-998-005, PROPERTY BEARING TAX KEY NUMBER PWC 0962-998-004, AND PROPERTY LOCATED ALONG THE WEST SIDE OF NORTHMOUND DRIVE AT N5W23000 Bluemound Road bearing Tax Key NUMBER PWC 0962-995-008

WHEREAS, the Common Council of the City of Pewaukee finds that the public interest requires that approximately 0.1320 acre of right-of-way consisting of a portion of a planned cul-de-sac, which extends along the east side of Northmound Drive, generally located south of Interstate 94 and north of Eastmound Drive, directly adjacent to property located at W226N918 Northmound Drive bearing Tax Key No. 0962-998-005 (Silver Creek Apartments, owner), property bearing Tax Key No. 0962-998-004 (Sanitary District #3, owner), and property located along the west side of Northmound Drive at N5W23000 Bluemound Road bearing Tax Key No. 0962-995-008 (Payne & Dolan, Inc., owner) be discontinued, pursuant to Wis. Stat. § 66.1003(4); and

WHEREAS, such portion of the approximately 0.1320 acre of right-of-way consisting of a portion of a planned cul-de-sac, which extends along the east side of Northmound Drive, generally located south of Interstate 94 and north of Eastmound Drive, directly adjacent to property located at W226N918 Northmound Drive bearing Tax Key No. 0962-998-005 (Silver Creek Apartments, owner), property bearing Tax Key No. 0962-998-004 (Sanitary District #3, owner), and property located along the west side of Northmound Drive at N5W23000 Bluemound Road bearing Tax Key No. 0962-995-008 (Payne & Dolan, Inc., owner) is more particularly described upon Exhibit A annexed hereto and the map annexed hereto as Exhibit B; and

WHEREAS, notice of pendency of proceedings to vacate the subject property was submitted to the Office of the Register of Deeds for Waukesha County on _____, 2019, by way of a copy of this Resolution as introduced, for recording as may be required pursuant to Wis. Stat. § 840.11; and

WHEREAS, this Resolution was first introduced before the Common Council of the City of Pewaukee at its regular meeting on March 18, 2019; and

WHEREAS, the Common Council scheduled a Public Hearing upon this Resolution pursuant to Wis. Stat. § 66.1003(4)(b) for May 6, 2019; with notice of such hearing being

published as a Class III notice in the Official City Newspaper, with the first publication date being April 3, 2019; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Pewaukee, Wisconsin, that pursuant to the authority vested in the Common Council by Wis. Stat. § 66.1003(4)(b), that the portion of the approximately 0.1320 acre of right-of-way consisting of a portion of a planned cul-de-sac, which extends along the east side of Northmound Drive, generally located south of Interstate 94 and north of Eastmound Drive, directly adjacent to property located at W226N918 Northmound Drive bearing Tax Key No. 0962-998-005 (Silver Creek Apartments, owner), property bearing Tax Key No. 0962-998-004 (Sanitary District #3, owner), and property located along the west side of Northmound Drive at N5W23000 Bluemound Road bearing Tax Key No. 0962-995-008 (Payne & Dolan, Inc., owner) as described upon Exhibit A and Exhibit B annexed hereto and incorporated herein, be and the same is hereby discontinued and vacated.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to record a copy of this Resolution with the Register of Deeds for Waukesha County.

Passed and adopted this 5th day of May, 2019.

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

ATTEST:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer



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 April 18, 2019

Date: April 10, 2019

Project Name: Briohn Building Corporation Northmound Industrial Site

Project Address/Tax Key No.: W226N918 Northmound Drive/PWC0962998005

Applicant: Briohn Building Corporation

Property Owner: Silver Creek Apartments

Current Zoning: M-2 Limited Industrial District

Proposed Zoning: Same

2050 Land Use Map Designation: Manufacturing / Fabrication / Warehousing

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

Introduction/Project Description

Attached is a request to vacate approximately 0.1320 acre (5,570 square feet) of City of Pewaukee right-of-way consisting of a portion of a planned cul-de-sac, which extends along the east side of Northmound Drive, generally located south of Interstate 94 and north of Eastmound Drive, directly adjacent to property located at W226N918 Northmound Drive bearing Tax Key No. 0962-998-005 (Silver Creek Apartments, owner), property bearing Tax Key No. 0962-998-004 (Sanitary District #3, owner), and property located along the west side of Northmound Drive at N5W23000 Bluemound Road bearing Tax Key No. 0962-995-008 (Payne & Dolan, Inc., owner).

Northmound Drive is currently improved from Eastmound Drive, extending north approximately 260-feet where the pavement then narrows and continues north for about 400-feet to the Sanitary District #3 parcel. The full cul-de-sac, however, is not improved.

The applicant and property owner of the subject parcel are requesting to attach the entirety of the vacated right-of-way to the property at W226N918 Northmound Drive to accommodate the development of a 131,400 square foot industrial building. The developer is essentially proposing to shift the cul-de-sac bulb further south to better suit their development.

The attached application and materials further detail the request and illustrates the location of the subject right-of-way to be vacated.

The submittal also includes a Preliminary CSM that illustrates the dedication of right-of-way for the proposed Northmound cul-de-sac.

Process/Next Steps

At their March 4, 2019 meeting, the Common Council reviewed the proposed right-of-way vacation and directed that the request be forwarded to the Plan Commission for review and recommendation.

At the March 18, 2019 meeting, the attached resolution was introduced and the public hearing date was set for the May 6th Common Council meeting.

Following the April 18th Plan Commission meeting, the Council will hold the public hearing and ultimately approve or deny the request.

Recommendation

A motion to recommend approval of the right-of-way vacation consisting of a portion of a planned cul-de-sac, which extends along the east side of Northmound Drive, generally located south of Interstate 94 and north of Eastmound Drive, directly adjacent to property located at W226N918 Northmound Drive bearing Tax Key No. 0962-998-005 (Silver Creek Apartments, owner), property bearing Tax Key No. 0962-998-004 (Sanitary District #3, owner), and property located along the west side of Northmound Drive at N5W23000 Bluemound Road bearing Tax Key No. 0962-995-008 (Payne & Dolan, Inc., owner).

A motion recommending approval of a Preliminary Certified Survey Map for property located at W226N918 Northmound Drive.

RESOLUTION NO. __-__

A RESOLUTION TO VACATE APPROXIMATELY 0.1320 ACRE OF RIGHT-OF-WAY CONSISTING OF A PORTION OF A PLANNED CUL-DE-SAC, WHICH EXTENDS ALONG THE EAST SIDE OF NORTHMOUND DRIVE, GENERALLY LOCATED SOUTH OF INTERSTATE 94 AND NORTH OF EASTMOUND DRIVE, DIRECTLY ADJACENT TO PROPERTY LOCATED AT W226N918 NORTHMOUND DRIVE BEARING TAX KEY NO. 0962-998-005, PROPERTY BEARING TAX KEY NO. 0962-998-004, AND PROPERTY LOCATED ALONG THE WEST SIDE OF NORTHMOUND DRIVE AT N5W23000 BLUEMOUND ROAD BEARING TAX KEY NO. 0962-995-008

WHEREAS, the Common Council of the City of Pewaukee finds that the public interest requires that approximately 0.1320 acre of right-of-way consisting of a portion of a planned cul-de-sac, which extends along the east side of Northmound Drive, generally located south of Interstate 94 and north of Eastmound Drive, directly adjacent to property located at W226N918 Northmound Drive bearing Tax Key No. 0962-998-005 (Silver Creek Apartments, owner), property bearing Tax Key No. 0962-998-004 (Sanitary District #3, owner), and property located along the west side of Northmound Drive at N5W23000 Bluemound Road bearing Tax Key No. 0962-995-008 (Payne & Dolan, Inc., owner) be discontinued, pursuant to Wis. Stat. § 66.1003(4); and

WHEREAS, such portion of the approximately 0.1320 acre of right-of-way consisting of a portion of a planned cul-de-sac, which extends along the east side of Northmound Drive, generally located south of Interstate 94 and north of Eastmound Drive, directly adjacent to property located at W226N918 Northmound Drive bearing Tax Key No. 0962-998-005 (Silver Creek Apartments, owner), property bearing Tax Key No. 0962-998-004 (Sanitary District #3, owner), and property located along the west side of Northmound Drive at N5W23000 Bluemound Road bearing Tax Key No. 0962-995-008 (Payne & Dolan, Inc., owner) is more particularly described upon Exhibit A annexed hereto and the map annexed hereto as Exhibit B; and

WHEREAS, notice of pendency of proceedings to vacate the subject property was submitted to the Office of the Register of Deeds for Waukesha County on _____, 2019, by way of a copy of this Resolution as introduced, for recording as may be required pursuant to Wis. Stat. § 840.11; and

WHEREAS, this Resolution was first introduced before the Common Council of the City of Pewaukee at its regular meeting on March 18, 2019; and

WHEREAS, the Common Council scheduled a Public Hearing upon this Resolution pursuant to Wis. Stat. § 66.1003(4)(b) for May 6, 2019; with notice of such hearing being published as a Class III notice in the Official City Newspaper, with the first publication date being April 3, 2019; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Pewaukee, Wisconsin, that pursuant to the authority vested in the Common Council by Wis. Stat. § 66.1003(4)(b), that the portion of the approximately 0.1320 acre of right-of-way consisting of a portion of a planned cul-de-sac, which extends along the east side of Northmound Drive, generally located south of Interstate 94 and north of Eastmound Drive, directly adjacent to property located at W226N918 Northmound Drive bearing Tax Key No. 0962-998-005 (Silver Creek Apartments, owner), property bearing Tax Key No. 0962-998-004 (Sanitary District #3, owner), and property located along the west side of Northmound Drive at N5W23000 Bluemound Road bearing Tax Key No. 0962-995-008 (Payne & Dolan, Inc., owner) as described upon Exhibit A and Exhibit B annexed hereto and incorporated herein, be and the same is hereby discontinued and vacated.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to record a copy of this Resolution with the Register of Deeds for Waukesha County.

Passed and adopted this _____ day of _____, 2019.

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

ATTEST:

Steve Bierce, Mayor

Kelly Tarczewski, Clerk/Treasurer

LEGAL DESCRIPTION OF VACATED NORTHMOUND DRIVE:

Being a part of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin, described as follows:

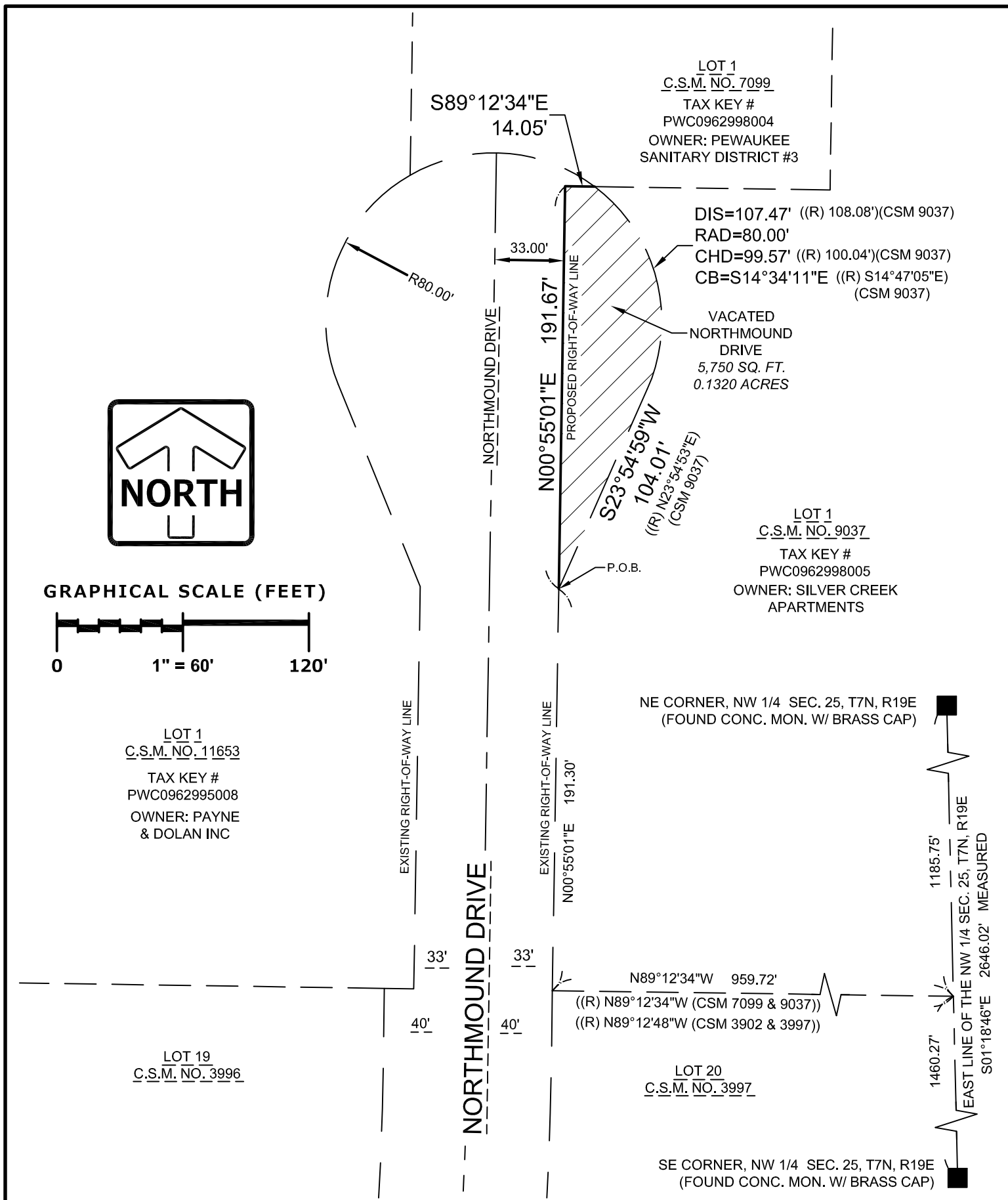
Commencing at the northeast corner of the Northwest 1/4 of said Section 25; thence South 01° 18' 46" East along the east line of said Northwest 1/4, 1185.75 feet; thence North 89° 12' 34" West, 959.72 feet to the east right of way line of Northmound Drive; thence North 00°55'01" East along said east right of way line, 191.30 feet to the Point of Beginning;

Thence continuing North 00°55'01" East, 191.67 feet; thence South 89°12'34" East, 14.05 feet to the aforesaid east right of way line and a point on a curve; thence southeasterly 107.47 feet along the arc of said curve to the right and said east right of way line, whose radius is 80.00 feet and whose chord bears South 14°34'11" East, 99.57 feet; thence South 23°54'59" West along said east right of way line, 104.01 feet to Point of Beginning.

Said lands containing 5,750 square feet (0.1320 acres) of Northmound Drive to be vacated.



Exhibit B



EXHIBIT

PINNACLE ENGINEERING GROUP

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

Page 9 of 15

WWW.PINNACLE-ENGR.COM

02/19/19

PLAN | DESIGN | DELIVER

PEG JOB#1174.00

January 21, 2019

Nick Fuchs
Planner & Community Development Director
City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

Re: Northmound Drive – Road Vacation
BBC Northmound, LLC Project

Dear Mr. Fuchs,

This letter is being written to request that the City of Pewaukee vacate a portion of the undeveloped Northmound Drive right-of-way. Northmound Drive is located in the Northwest Quarter (NW 1/4) of Section 25, Town 7 North, Range 19 East, generally north of Bluemound Road (CTH JJ) and south of I-94.

Northmound Drive extends northerly off of Eastmound and Westmound Drives and the first 245 feet of Northmound Drive has previously been constructed. This portion of Northmound Drive serves the properties located at W226 N900 Eastmound Drive and W227 N937 Westmound Drive. The northern 400 feet of Northmound Drive was dedicated as part of Certified Survey Map No. 9037 recorded on August 28, 2000. This portion of the road was never constructed. There is an existing driveway (17.5' +/- wide) in the right-of-way that serves the City wellhouse on Lot 1 of Certified Survey Map No. 7099.

BBC Northmound, LLC is proposing to construct a 131,400 square foot building on the property located on the east side of Northmound Drive. The proposal is to construct a cul-de-sac at the end of the existing road. This cul-de-sac will provide access to the new building, to the Pewaukee Sanitary District wellhouse, and right-of-way frontage to the Payne & Dolan property on the west side of Northmound Drive. The cul-de-sac will be developed to City standards. With this proposed road layout, a portion of Northmound Drive can be vacated and that portion is the portion being requested with this letter.

The City of Pewaukee has a Street Right-of-Way Vacation Process and, in the process, it notes that the applicant shall obtain signatures of the property owners abutting the proposed vacated areas and owners within 2650' on the subject road. In this case, there are three property owners that abut the proposed vacated areas and two other property

owners that have properties on Northmound Drive. Attached to this letter are the signatures of the owners, in support of the requested street vacation.

Please contact me if you should have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Johnson', with a large, stylized flourish extending to the right.

Roger W. Johnson
Managing Member
Silver Creek Apartments
20711 Watertown Rd
Suite A
Waukesha, WI 53186

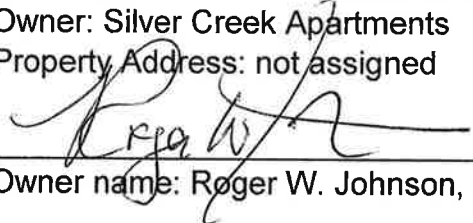
Properties abutting the proposed vacated Northmound Drive:

Tax Key Number: PWC 0962998004
Owner: City of Pewaukee Sanitary District #3
Property Address: not assigned

Owner name:

Date: _____

Tax Key Number: PWC 0962998005
Owner: Silver Creek Apartments
Property Address: not assigned



Owner name: Roger W. Johnson, Managing Member

Date: 1/22/2019

Properties also located on Northmound Drive:

Tax Key Number: PWC 0963999028
Owner: Nagawicka View Dairy Farm Inc
Property Address: W226 N900 Eastmound Drive



Owner name: John A. Season - President

Date: 1-22-19

Tax Key Number: PWC 0963999027
Owner: Nagawicka View Dairy Farm Inc
Property Address: W227 N937 Westmound Drive

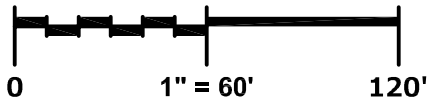


Owner name: John A. Season - President

Date: 1-22-19



GRAPHICAL SCALE (FEET)



LOT 1
C.S.M. NO. 11653
TAX KEY #
PWC0962995008
OWNER: PAYNE
& DOLAN INC

LOT 19
C.S.M. NO. 3996

SHEET 1 OF 2

S89°12'34"E
14.05'

LOT 1
C.S.M. NO. 7099
TAX KEY #
PWC0962998004
OWNER: PEWAUKEE
SANITARY DISTRICT #3

DIS=107.47' ((R) 108.08')(CSM 9037)
RAD=80.00'
CHD=99.57' ((R) 100.04')(CSM 9037)
CB=S14°34'11"E ((R) S14°47'05"E)
(CSM 9037)

VACATED
NORTHMOUND
DRIVE
5,750 SQ. FT.
0.1320 ACRES

LOT 1
C.S.M. NO. 9037
TAX KEY #
PWC0962998005
OWNER: SILVER CREEK
APARTMENTS

NE CORNER, NW 1/4 SEC. 25, T7N, R19E
(FOUND CONC. MON. W/ BRASS CAP)

1185.75'
EAST LINE OF THE NW 1/4 SEC. 25, T7N, R19E
S01°18'46"E 2646.02' MEASURED
1460.27'

SE CORNER, NW 1/4 SEC. 25, T7N, R19E
(FOUND CONC. MON. W/ BRASS CAP)

NORTHMOUND DRIVE

EXISTING RIGHT-OF-WAY LINE

EXISTING RIGHT-OF-WAY LINE

N00°55'01"E 191.30'

N00°55'01"E 191.67'

33.00'

P.O.B.

S23°54'59"W
104.01'
((R) N23°54'53"E)
(CSM 9037)

N89°12'34"W 959.72'
((R) N89°12'34"W (CSM 7099 & 9037))
((R) N89°12'48"W (CSM 3902 & 3997))

LOT 20
C.S.M. NO. 3997

EXHIBIT

PINNACLE ENGINEERING GROUP

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

Page 10 of 15

WWW.PINNACLE-ENGR.COM

02/19/19

PLAN | DESIGN | DELIVER

PEG JOB #1174.00

LEGAL DESCRIPTION OF VACATED NORTHMOUND DRIVE:

Being a part of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin, described as follows:

Commencing at the northeast corner of the Northwest 1/4 of said Section 25; thence South 01° 18' 46" East along the east line of said Northwest 1/4, 1185.75 feet; thence North 89° 12' 34" West, 959.72 feet to the east right of way line of Northmound Drive; thence North 00°55'01" East along said east right of way line, 191.30 feet to the Point of Beginning;

Thence continuing North 00°55'01" East, 191.67 feet; thence South 89°12'34" East, 14.05 feet to the aforesaid east right of way line and a point on a curve; thence southeasterly 107.47 feet along the arc of said curve to the right and said east right of way line, whose radius is 80.00 feet and whose chord bears South 14°34'11" East, 99.57 feet; thence South 23°54'59" West along said east right of way line, 104.01 feet to Point of Beginning.

Said lands containing 5,750 square feet (0.1320 acres) of Northmound Drive to be vacated.

SHEET 2 OF 2



EXHIBIT

PINNACLE ENGINEERING GROUP

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

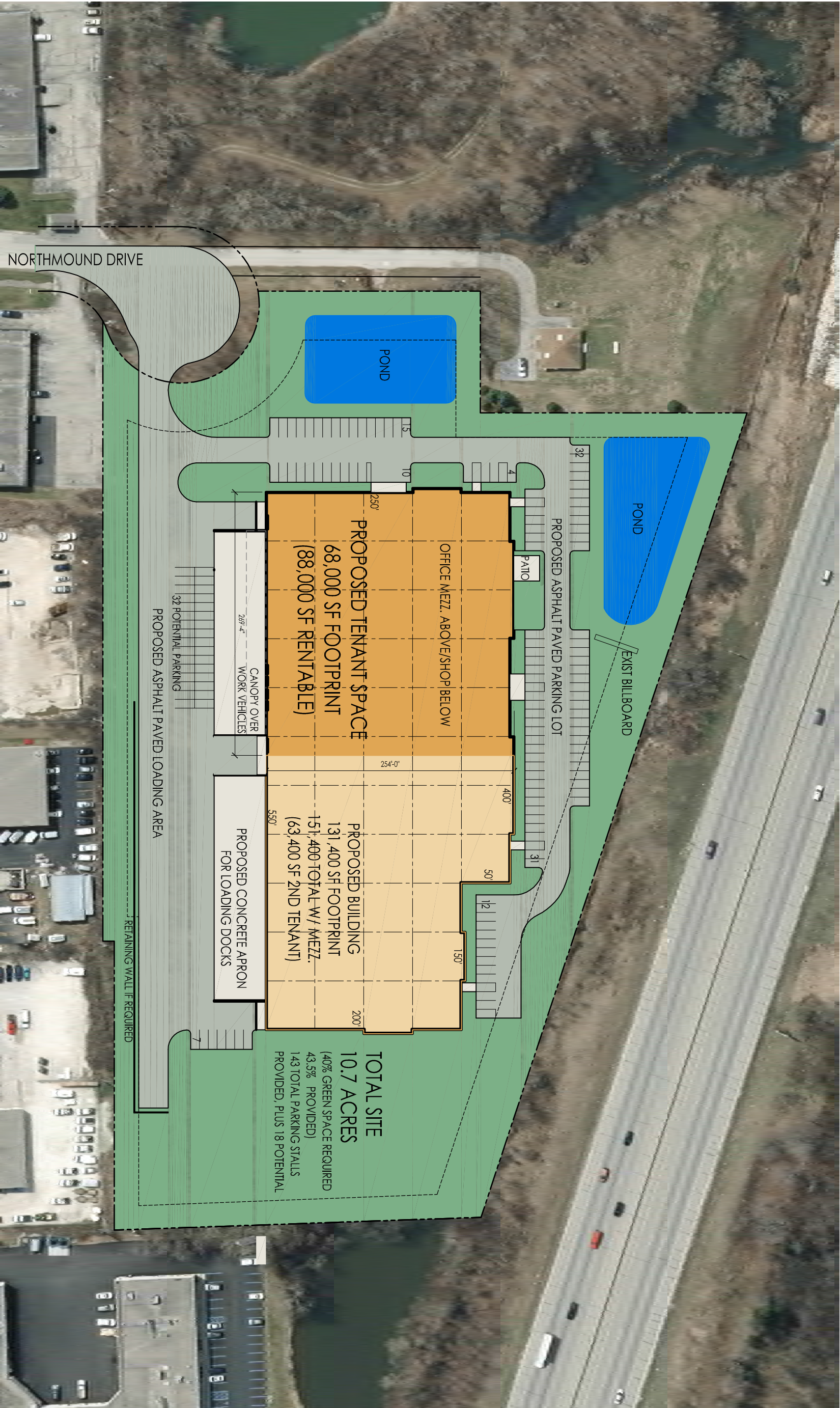
Page 14 of 15

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02/19/19

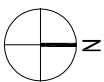
PLAN | DESIGN | DELIVER

PEG JOB #1174.00



SITE PLAN

1" = 100'



BRIOHN
www.briohn.com PHONE: 262.790.0500

PAUL DAVIS @ NORTHMOUND SITE
PEWAUKEE, WISCONSIN
JULY 18, 2018

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

DATE: May 6, 2019

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding a Preliminary Certified Survey Map for Briohn Building Corporation for Property Located at W226 N918 Northmound Drive for the Purpose of Dedicating the Right-of-Way (PWC 0962-998-005) [Fuchs]

BACKGROUND:

At their April 18, 2019 meeting, the Plan Commission recommended approval of a Preliminary Certified Survey Map for property located at W226N918 Northmound Drive.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to approve a 1 Lot Preliminary Certified Survey Map for property located at W226N918 Northmound Drive.

ATTACHMENTS:

Description
CSM

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 1 of Certified Survey Map No. 9037 and a part of vacated Northmound Drive, being a part of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin.

Subject Property
Zoning: M-2
Tax Key Number:
PWT 0962-998-005

LOT 20
C.S.M. NO. 3997
OWNER: NAGAWICKI
VIEW DAIRY FARM INC

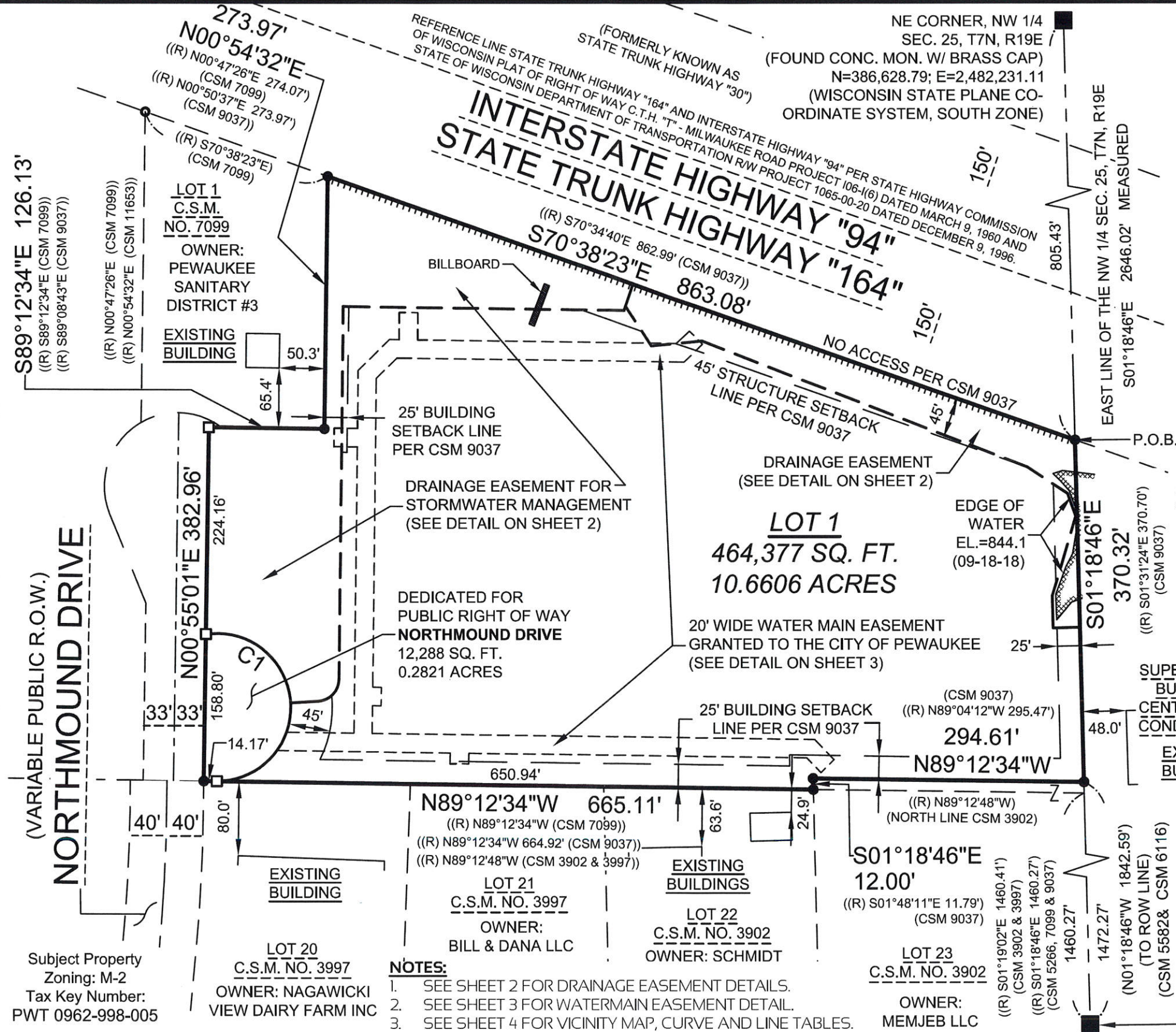
NOTES:

1. SEE SHEET 2 FOR DRAINAGE EASEMENT DETAILS.
2. SEE SHEET 3 FOR WATERMAIN EASEMENT DETAIL.
3. SEE SHEET 4 FOR VICINITY MAP, CURVE AND LINE TABLES.

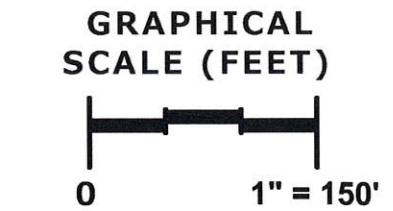
LOT 21
C.S.M. NO. 3997
OWNER:
BILL & DANA LLC

LOT 22
C.S.M. NO. 3902
OWNER: SCHMIDT

LOT 23
C.S.M. NO. 3902
OWNER:
MEMJEB LLC



- LEGEND:**
- Denotes Found 1" Iron Pipe
 - Denotes Found 3/4" Iron Rod
 - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
 - (R) - Denotes "Recorded As"
 - CSM - Denotes "Certified Survey Map"
 - ROW - Denotes "Right of Way"
 - Denotes No Access



SUPERMOUND
BUSINESS
CENTER WEST
CONDOMINIUM
EXISTING
BUILDING

Prepared for:
BBC Northmound, LLC
3885 N. Brookfield Road, Suite 200
Brookfield, WI 53045
Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD 1 SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888



DATE: JANUARY 10, 2019
REVISED: FEBRUARY 19, 2019

PEG JOB#1174.00
SHEET 1 OF 7

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

Being all of Lot 1 of Certified Survey Map No. 9037 and a part of vacated Northmound Drive, being a part of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin.



DATE: ~~JANUARY 10, 2019~~
REVISED: FEBRUARY 19, 2019

PEG JOB#1174.00
SHEET 2 OF 7

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

**GRAPHICAL
SCALE (FEET)**



SUPERMOUND
BUSINESS
CENTER WEST
CONDOMINIUM

EXISTING
BUILDING

Prepared for:
BBC Northmound, LLC
3885 N. Brookfield Road, Suite 200
Brookfield, WI 53045

Prepared By:

Prepared by:
PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

BROOKFIELD, WI 53003
OFFICE: (262) 754-8888

Being all of Lot 1 of Certified Survey Map No. 9037 and a part of vacated Northmound Drive, being a part of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin.



Prepared for:
BBC Northmound, LLC
3885 N. Brookfield Road, Suite 200
Brookfield, WI 53045

Prepared By: **PINNACLE ENGINEERING GROUP**
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888



DATE: JANUARY 10, 2019
REVISED: FEBRUARY 19, 2019

PEG JOB#1174.00
SHEET 3 OF 7

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 1 of Certified Survey Map No. 9037 and a part of vacated Northmound Drive, being a part of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin.

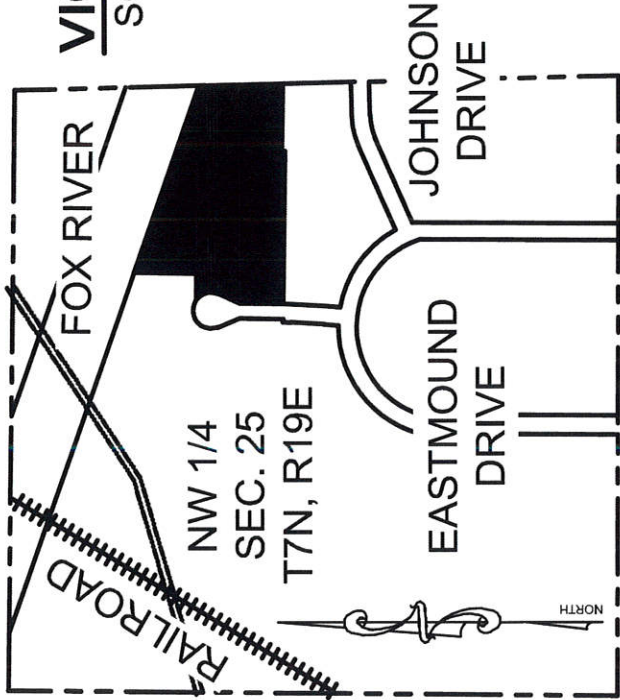
CURVE TABLE						
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN TANGENT OUT
C1	265.22'	80.00'	189°57'08"	N04°11'08"W	159.40'	N89°12'34"W S80°50'18"W
C2	35.94'	24.00'	085°48'06"	S43°41'29"W	32.68'	S00°47'26"W S86°35'32"W
C3	133.70'	80.00'	095°45'15"	N51°17'05"W	118.67'	N03°24'28"W S80°50'18"W
C4	76.65'	80.00'	054°53'36"	N63°20'38"E	73.75'	S89°12'34"E N35°53'50"E
C5	22.53'	80.00'	016°08'06"	N27°49'47"E	22.45'	N35°53'50"E N19°45'44"E

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S01°18'46"E	203.08'
L2	S88°41'14"W	29.14'
L3	N01°18'46"W	35.00'
L4	N16°37'07"E	90.00'
L5	N20°04'29"W	26.00'
L6	N56°36'13"W	52.25'
L7	N68°52'22"W	379.40'
L8	S84°33'08"W	55.21'
L9	N33°52'30"W	51.91'
L10	N19°21'37"E	25.29'
L11	S70°38'23"E	510.35'
L12	S70°38'23"E	352.73'
L13	S19°21'37"W	30.17'
L14	N89°12'34"W	306.13'
L15	S00°47'26"W	404.00'
L16	S86°35'32"W	30.05'
L17	N00°55'01"E	224.16'

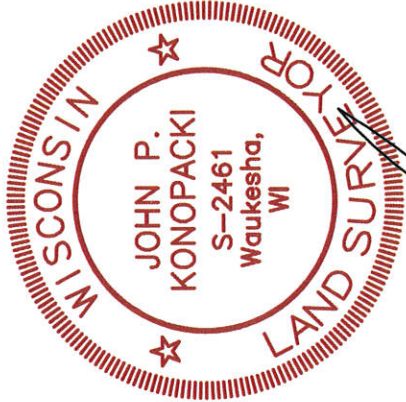
LINE TABLE		
LINE NO.	BEARING	DISTANCE
L18	S89°12'34"E	126.13'
L19	N00°54'32"E	273.97'
L20	S89°12'34"E	73.34'
L21	N00°47'26"E	310.00'
L22	N89°12'34"W	25.50'
L23	N00°47'26"E	20.00'
L24	S89°12'34"E	25.50'
L25	N00°47'26"E	62.86'
L26	N45°47'26"E	48.28'
L27	S89°12'34"E	10.43'
L28	N00°47'26"E	29.50'
L29	S89°12'34"E	20.00'
L30	S00°47'26"W	29.50'
L31	S89°12'34"E	283.29'
L32	N45°47'26"E	19.29'
L33	S44°12'34"E	20.00'
L34	S45°47'26"W	27.58'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L35	N89°12'34"W	313.72'
L36	S45°47'26"W	31.72'
L37	S00°47'26"W	334.57'
L38	S89°12'34"E	9.50'
L39	S00°47'26"W	20.00'
L40	N89°12'34"W	9.50'
L41	S00°47'26"W	30.00'
L42	S89°12'34"E	482.78'
L43	S44°12'34"E	30.41'
L44	S45°47'26"W	20.00'
L45	N44°12'34"W	22.12'
L46	N89°12'34"W	369.49'
L47	S00°47'26"W	11.50'
L48	N89°12'34"W	20.00'
L49	N00°47'26"E	11.50'
L50	N89°12'34"W	188.55'

INTERSTATE HIGHWAY "94"
STATE TRUNK HIGHWAY "164"



VICINITY MAP
SCALE 1"=1000'



Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD 1 SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

DATE: JANUARY 10, 2019
REVISED: FEBRUARY 19, 2019

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 1 of Certified Survey Map No. 9037 and a part of vacated Northmound Drive, being a part of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

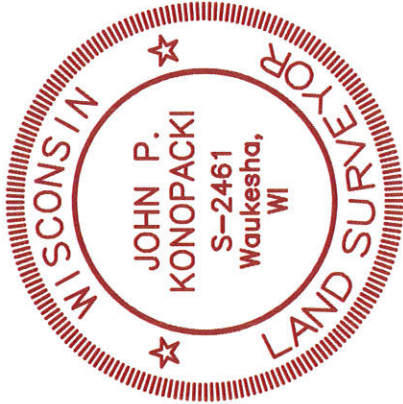
That I have surveyed, mapped and divided Lot 1 of Certified Survey Map No. 9037, as recorded in the Register of Deeds office for Waukesha County as Document No. 2586540 on August 28, 2000, and a part of vacated Northmound Drive, being a part of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin, described as follows:

Commencing at the northeast corner of the Northwest 1/4 of said Section 25;
Thence South 01° 18' 46" East along the east line of said Northwest 1/4, 805.43 feet to the south right of way line of Interstate Highway "94" and the Point of Beginning;

Thence continuing South 01° 18' 46" East along said east line, 370.32 feet;
Thence North 89° 12' 34" West, 294.61 feet;
Thence South 01° 18' 46" East, 12.00 feet;
Thence North 89° 12' 34" West along the south line of Certified Survey Map No. 7099, 665.11 feet to the east right of way line of Northmound Drive;
Thence North 00°55'01" East along said east right of way line, 382.96 feet to the south line of Lot 1 of Certified Survey Map No. 7099;
Thence South 89° 12' 34" East along said south line, 126.13 feet to the east line of said Lot 1;
Thence North 00° 54' 32" East along said east line, 273.97 feet to the aforesaid south right of way line of Interstate Highway "94";
Thence South 70° 38' 23" East along said south right of way line, 863.08 feet to the Point of Beginning.

Dedicating the Westerly portion of subject property as graphically shown for public right of way purposes.
Containing 472,932 square feet (10.8570 acres) of land Gross and 460,644 square feet (10.5749 acres) of land Net more or less.
That I have made such survey, land division and map by the direction of BBC NORTHMOUND, LLC, owner of said land.
That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.
That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the City of Pewaukee Land Division Ordinance surveying and mapping the land with in the certified survey map.

Date: JANUARY 10, 2019
Revised: FEBRUARY 19, 2019



John P. Konopacki
Professional Land Surveyor S-2461

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- Right of Way widths and locations are based on State Trunk Highway "164" and Interstate Highway "94" State Highway Commission of Wisconsin Plat of Right of Way C.T.H. "T" - Milwaukee Road Project 106-1(6) dated March 9, 1960 and State of Wisconsin Department of Transportation R/W Project 1065-00-20 dated December 9, 1996.
- Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The east line of the Northwest 1/4 of Section 25, Township 7 North, Range 19 East has a bearing of S01°18'46"E.
- Flood Zone Classification: The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55133C0212G dated NOVEMBER 05, 2014. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- Wetlands delineated by Heartland Ecological Group Inc. September 2018.
- Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Reference Benchmark: Concrete monument with brass cap at the northeast corner of the Northwest 1/4 Section 25, Town 7 North, Range 19 East, Elevation = 833.38.



Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 1 of Certified Survey Map No. 9037 and a part of vacated Northmound Drive, being a part of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin.

OWNER'S CERTIFICATE OF DEDICATION

BBC NORTHMOUND, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, mapped and dedicated as represented on this certified survey map.

BBC NORTHMOUND, LLC, as owner, does further certify that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1. City of Pewaukee

IN WITNESS WHEREOF, the said BBC NORTHMOUND, LLC has caused these presents to be signed by (name - print) _____, (title) _____ County, Wisconsin, on this _____ day of _____, 2019.

In the presence of: BBC NORTHMOUND, LLC

Name (signature) - Title _____

STATE OF WISCONSIN) COUNTY) SS

Personally came before me this _____ day of _____, 2019, (name) _____, of the above named BBC NORTHMOUND, LLC, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ (title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, mapping and dedication of the land described in the foregoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

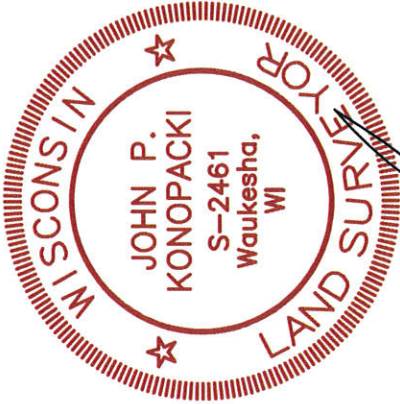
IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its President, and its corporate seal to be hereunto affixed this _____ day of _____, 2019.

Date _____ President _____

STATE OF WISCONSIN) COUNTY) SS

Personally came before me this _____ day of _____, 2019, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____



DATE: JANUARY 10, 2019
REVISED: FEBRUARY 19, 2019

CERTIFIED SURVEY MAP NO. _____

Being all of Lot 1 of Certified Survey Map No. 9037 and a part of vacated Northmound Drive, being a part of the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 7 North, Range 19 East, City of Pewaukee, Waukesha County, Wisconsin.

PLAN COMMISSION APPROVAL

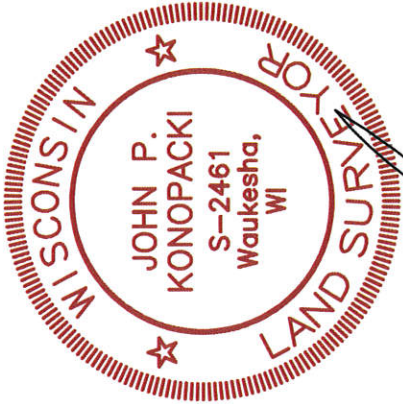
Approved by the Plan Commission of the City of Pewaukee, Wisconsin, on this _____ day of _____, 2019.

Date	_____	Steve Bierce, Chairman
Date	_____	Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of Pewaukee, Wisconsin, on this _____ day of _____, 2019.

Date	_____	Steve Bierce, Mayor
Date	_____	Kelly Tarczewski, City Clerk - Treasurer



Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD 1 SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

DATE: JANUARY 10, 2019
REVISED: FEBRUARY 19, 2019

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

DATE: May 6, 2019

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Jane Mueller/Maggie Wagner

SUBJECT:

Discussion and Possible Action Regarding North Avenue Well #6 [Mueller]

BACKGROUND:

On Monday, April 15, 2019, we experienced what we thought was a power outage at Well #6. On Tuesday April 16, troubleshooting of the electrical components identified that either the motor or electric cable had failed. Due to the critical nature of the water supply (more to come), discussions between Jeff Weigel, Scott Klein and I, it was decided to get well contractor, Municipal Well & Pump, in to pull the pump and motor to see which component had failed. The contractor moved a rig on site and had the pump and motor pulled by Thursday, April 18, and discovered that the motor seal had failed. In addition, the column pipe needs to be replaced, the cable needs full replacement, and check valves need to be replaced. It should be noted that Well #6 pump and motor have been in service since 2005, and has been the most reliable site with consistent flow capacity available to the Utility. The pump has been in service for approximately 14 years, outlasting the typical service life of other deep well set pumps and motors of 7 to 10 years.

The Utility is currently experiencing several other well-related problems which is creating a capacity issue with the water supply. Currently, we continue to work with the treatment system vendor at Well #1 to overcome some operational controls and chemical pump problems. These problems have allowed the well pump to shut down and lock out without notice. Well #2 is also experiencing problems with the radium removal treatment system, requiring staff to manipulate valves to allow for the well and treatment system to operate properly. In addition, as you may recall, Well #7 is out of service and under contract for repair as authorized by the Common Council on April 15.

The Wisconsin Department of Natural Resources indicated the City needs to maintain its firm capacity requirements in accordance with NR 810 and NR 811, and inquired whether alternatives measures in our system are required to protect health and human safety. We believe we can sustain our firm capacity at this time, but have substantial concerns as we move into the largest water consumption time of the year. The Water Utility typically experiences its peak water usage beginning late-May through October.

Municipal Well & Pump has provided pricing and availability of several replacement motors for Well #6. Due to the somewhat unique motor specification (200 hP/2300 volt) for this application, replacement motors are more difficult to find, and may no longer be available at the time of this approval. You will see that we have requested the potential for action on the recommendation includes the caveat of availability.

Attached is the compilation of the pricing for using new/replacement motor, pump, column pipe, check valve, and motor cable. You will find the summary of the costs for each motor option that is currently available. Please realize that this is only the replacement costs, and does not include the costs related to pulling the pump and motor for diagnosis, televising the well, or associated rehabilitation work to bring the well to full capacity (similar to Well #7 work).

FINANCIAL IMPACT:

You may recall at the April 15th Common Council meeting, the Utility requested the award of the quote for the chemical treatment rehabilitation of Well #7, as the well was failing bacteriologic tests. The action of the Council allowed for funds that were earmarked for preventive maintenance work at Well #6 to be used for the rehabilitation treatment at Well #7. DNR approval was granted on Tuesday, April 30. The contractor expects to mobilize to the site the first week in May with anticipated completion by May 31, 2019.

As previous budgeted funds have been committed for the rehabilitation work for Well #7, the Utility proposes to borrow the funds for the North Ave. Well Motor and Pump Replacement from the sewer utility reserves as a temporary funding source. These costs could be either included in the proposed repayment schedule, and/or be included in the rate case that will be submitted to the Public Service Commission this spring.

Municipal Well & Pump have estimated we have currently spent approximately \$16,000 in diagnosing the problem and the televising of the well. Our current recommendation on the replacement pump is the remanufactured 14" Byron Jackson at approximately \$121,000, if it's still available. If it's not available, we would seek to install the 14" New INDAR at approximately \$133,000. Due to the lead time on the rebuilding of the existing 14" Byron Jackson SS Motor, we are not recommending this at this time even though it is estimated to be the least expensive option.

As of the writing of this item, we do not have the results of the well televising. If the televising reveals the well should need rehabilitation work to realize its full capacity again, we would like to proceed with that work as well. This could be similar to the WisPark Well #7 work on its high end, estimated to cost approximately \$65,000.

RECOMMENDED MOTION:

x.x Approve the Emergency Resolution 19-05-11.

x.x Approve the Purchase Order of 14" Motor, Pump, Cable, Column Pipe, Associated Components, and Any Potential Rehabilitation Work in the Most Fiscally Responsible Manner Based on Availability of Each with Funds Borrowed from the Sewer Utility Reserves

ATTACHMENTS:

Description

Resolution 19-05-11

North Deep Pump & Motor Options

Well Recommendations

**RESOLUTION 19-05-11
EMERGENCY RESOLUTION REGARDING
NORTH AVENUE WELL #6**

WHEREAS, on April 16, 2019, North Avenue Deep Well #6 was diagnosed with motor failure; and

WHEREAS, Wispark Deep Well #7 is currently out of service and under contract for repair; and

WHEREAS, City Hall Well #1 is operating at a reduced capacity due to the newly installed radium treatment troubleshooting; and

WHEREAS, Green Road Well #2 is operating at a reduced capacity due to an issue with the radium treatment; and

WHEREAS, on April 18, 2019, Wisconsin Department of Natural Resources indicated the City needs to maintain its firm capacity requirements in accordance with NR 810 and NR 811 and requested whether alternative measures are required to protect health and human safety; and

WHEREAS, the Water Utility typically experiences its peak water usage beginning late-May until October; and

WHEREAS, on April 29, 2019, a preliminary evaluation of the motor and the pump in Well #6 after it was pulled states the bowl assembly needs to be replaced, the column pipe needs to be replaced, the cable needs full replacement, check valves needs to be replaced, and the motor needs to be rebuilt or replaced; and

WHEREAS, due to the specialized nature of the Well #6 pump and motor, the replacement or refurbishment have limited availability and long lead times for replacement; and

WHEREAS, Wisconsin State Statutes 62.15(1b) provides that the public bidding requirements are not mandatory for repair and reconstruction of public facilities when damage or threatened damage thereto creates an emergency, as determined by resolution of the board of public works or board of public utility commissioners, in which the public health or welfare of the city is endangered; and.

WHEREAS, section 1.12 (1) of the City Code provides that the office of 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.

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 North Avenue Well #6 being out of service in conjunction with the other well concerns.

IT IS FURTHER RESOLVED: That the Director of Public Works is directed to take all reasonable measures, and let such bids in his discretion being mindful to proceed in as fiscally prudent a manner as is practicable to repair the North Avenue Well #6 as expeditiously as possible.

ADOPTED THIS 6th Day of May, 2019.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly M. Tarczewski, Clerk/Treasurer

MOTOR OPTIONS	QTY	Units	Unit Price	Estimated total price	Estimated lead time
<i>Motors are subject to availability at time of commitment</i>					
Rebuild & Rewind existing					
14" Byron Jackson SS motor	1	estimate	\$28,930.00	\$28,930.00	5 - 8 weeks
Pump & bowl assembly w/BJ bracket - new	1	each	\$19,290.00	\$19,290.00	2 - 3 weeks
Armored #2 -kV cable - new	1	each	\$14,670.00	\$14,670.00	
8" epoxy coated column pipe	745	foot	\$59.39	\$44,245.00	
8"x5' SS pipe - column to pump section	1	each	\$720.00	\$720.00	
8" Ductile surge control check valves	2	each	\$1,000.00	\$2,000.00	
				\$109,855.00	
Remanufactured 14" Byron Jackson not stainless	1	each	\$38,130.00	\$38,130.00	1 week
Pump & bowl assembly w/BJ bracket - new	1		\$19,290.00	\$19,290.00	2 - 3 weeks
Armored #2 -kV cable - new	1		\$14,670.00	\$14,670.00	
8" epoxy coated column pipe	745	ft	\$59.39	\$44,245.00	
8"x5' SS pipe - column to pump section	1	each	\$720.00	\$720.00	
8" Ductile surge control check valves	2	each	\$1,000.00	\$2,000.00	
				\$119,055.00	
14" New INDAR	1	each	\$53,690.00	\$53,690.00	1 week
Pump & bowl assembly - new	1		\$16,290.00	\$16,290.00	2 - 3 weeks
Armored #2 -kV cable - new	1		\$14,670.00	\$14,670.00	
8" epoxy coated column pipe	745	ft	\$59.39	\$44,245.00	
8"x5' SS pipe - column to pump section	1	each	\$720.00	\$720.00	
8" Ductile surge control check valves	2	each	\$1,000.00	\$2,000.00	
				\$131,615.00	
14" SME Stainless Steel	1	each	\$52,680.00	\$52,680.00	8 - 12 weeks
Pump & bowl assembly - new	1		\$16,290.00	\$16,290.00	2 - 3 weeks
Armored #2 -kV cable - new	1		\$14,670.00	\$14,670.00	
8" epoxy coated column pipe	745	ft	\$59.39	\$44,245.00	
8"x5' SS pipe - column to pump section	1	each	\$720.00	\$720.00	
8" Ductile surge control check valves	2	each	\$1,000.00	\$2,000.00	
				\$130,605.00	

MOTOR OPTIONS	QTY	Units	Unit Price	Estimated total price	Estimated lead time
<i>Motors are subject to availability at time of commitment</i>					
RECOMMENDATION #1					
Remanufactured 14" Byron Jackson not stainless	1	each	\$38,130.00	\$38,130.00	1 week
Pump & bowl assembly w/BJ bracket - new	1		\$19,290.00	\$19,290.00	2 - 3 weeks
Armored #2 -kV cable - new	1		\$14,670.00	\$14,670.00	
8" epoxy coated column pipe	745	ft	\$59.39	\$44,245.00	
8"x5' SS pipe - column to pump section	1	each	\$720.00	\$720.00	
8" Ductile surge control check valves	2	each	\$1,000.00	\$2,000.00	
				\$119,055.00	
RECOMMENDATION #2 (if Option #1 unavailable)					
14" New INDAR	1	each	\$53,690.00	\$53,690.00	1 week
Pump & bowl assembly - new	1		\$16,290.00	\$16,290.00	2 - 3 weeks
Armored #2 -kV cable - new	1		\$14,670.00	\$14,670.00	
8" epoxy coated column pipe	745	ft	\$59.39	\$44,245.00	
8"x5' SS pipe - column to pump section	1	each	\$720.00	\$720.00	
8" Ductile surge control check valves	2	each	\$1,000.00	\$2,000.00	
				\$131,615.00	

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

DATE: May 6, 2019

DEPARTMENT: Public Works

PROVIDED BY: Maggie Wagner/Matt Stevens

SUBJECT:

Discussion and Possible Action Regarding Repairs to the Lakeview Avenue Boat Launch. [Weigel / Wagner]

BACKGROUND:

On May 1, 2019, the City received a concern from a resident that boats have reported hitting their motor on rocks at the Lakeview Boulevard Boat Launch. On May 2, 2019, City Staff investigated the complaint and found there is a furrow of stones/rip rap piled up approaching the boat launch. It is difficult to determine the extent of the problem due to depth and clarity of the water. It is suspected this is being created by the boats using the launch power loading their boats. Unfortunately, the equipment we have available to us is not long enough to reach this stone furrow, therefore, we have closed the boat launch and docks due to the safety and potential liability concerns until the repairs can be completed. The Pewaukee Lake Patrol has been alerted to this closing.

At this time, we do not have an estimate for the repairs or a timeframe. We hope to have more information on Monday. For estimating purposes, we have reviewed the previous repairs records for the launch and believe this repair would not exceed \$4000.

FINANCIAL IMPACT:

The 2019 budget has \$500 for launch repairs and \$500 for launch supplies. Staff was not available to determine if we have a fund balance above those amounts from the boat launch fees that are collected annually. The current 2019 budget allocates \$8000 in potential revenue.

We recommend using the available 2019 budget funds of \$500 and any additional funds be borrowed from contingency and refunded as the 2019 fees are collected until the contingency is repaid in full.

RECOMMENDED MOTION:

Approve the repairs to the Lakeview Boulevard Boat Launch to a contractor for an amount not to exceed \$4000.

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

DATE: May 6, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Approve **Resolution 19-05-08** Authorizing a Supplemental Indenture Relating to Industrial Development Revenue Bonds, Series 2011 (Harken Project), and the Execution Thereof [Riffle]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

19-05-08 Harken Resolution

Harken Bond Document

Revised Harken Supplemental

**COMMON COUNCIL
OF THE
CITY OF PEWAUKEE, WISCONSIN**

May 6, 2019

Resolution No. 19-05-08

**Resolution Authorizing a Supplemental Indenture Relating to
Industrial Development Revenue Bonds, Series 2011
(Harken Project),
and the Execution thereof**

WHEREAS, the City of Pewaukee, Wisconsin (the “**Issuer**”) and The Bank of New York Mellon Trust Company, N.A. (the “**Trustee**”) have entered into a Trust Indenture, dated as of December 1, 2011, pursuant to which the Issuer issued its \$9,987,500 Industrial Development Revenue Bonds, Series 2011 (Harken Project) (the “**Bonds**”), which Bonds are currently outstanding in the principal amount of \$6,741,530; and

WHEREAS, pursuant to a Loan Agreement dated as of December 1, 2011 (the “**Loan Agreement**”), the Issuer loaned the proceeds of the Bonds to Harken Real Estate LLC, a Wisconsin limited liability company (the “**Borrower**”), and the Borrower agreed to provide the Issuer with funds sufficient to pay the principal of and interest on the Bonds from time to time outstanding; and

WHEREAS, JPMorgan Chase Bank, N.A. (the “**Bank**”) has purchased the Bonds and holds the Bonds in its own portfolio for investment purposes; and

WHEREAS, the Borrower and the Bank now desire that the Issuer and the Trustee enter into a supplement to the Indenture (the “**Supplemental Indenture**”) to reflect the current practices of the Bank relating to the calculation of LIBOR-based interest in the event LIBOR is no longer available, and to provide for a replacement bond; and

WHEREAS, the Borrower has presented the Issuer with the form of the Supplemental Indenture; and

WHEREAS, the Bank, as sole owner of the Bonds, has consented to such changes and to the Supplemental Indenture;

NOW, THEREFORE, be it resolved by the Common Council of the Issuer that:

Section 1. The changes to the Indenture are hereby approved. The Supplemental Indenture, in substantially the form presented to the Issuer at this meeting, is hereby approved. The Mayor and Clerk of the Issuer, or any of their deputies if necessary (the “**Authorized Officers**”), are hereby authorized and directed on behalf of the Issuer to execute and deliver the Supplemental Indenture, with such revisions, additions, or deletions as may be

approved by them, which approval shall be conclusively evidenced by their execution and delivery.

Section 2. The Authorized Officers are hereby authorized and directed to execute and deliver a replacement Bond in exchange for the existing Bond. The Authorized Officers are also authorized to prepare, or cause to be prepared, execute, and deliver such other documents, opinions, certificates, and instruments, as may be required by this Resolution or as may be determined necessary by such Authorized Officers, by counsel for the Issuer, or by bond counsel.

Section 3. This Resolution shall be effective immediately upon its adoption and approval.

Adopted: May 6, 2019

Approved: May __, 2019

Mayor

Clerk

CERTIFICATIONS BY CLERK

I, Kelly Tarczewski, certify that I am the duly qualified and acting Clerk of the City of Pewaukee, Wisconsin (the “**Issuer**”) and as such I have in my possession, or have access to, the complete corporate records of the Issuer and of its Common Council (the “**Governing Body**”), and attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

Resolution Authorizing a Supplemental Indenture Relating to Industrial Development Revenue Bonds, Series 2011 (Harken Project), and the Execution thereof

I further certify as follows:

1. **Meeting Date.** On May 6, 2019, a meeting of the Governing Body was held beginning at ____ p.m.
2. **Posting.** On May ____, 2019 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Issuer’s offices in Pewaukee, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On May ____, 2019 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Issuer, if any. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due

consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on May ____, 2019, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached hereto.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Issuer, if any, on this certificate as of May ____, 2019.

Clerk

[Seal]

REGISTERED

UNITED STATES OF AMERICA
STATE OF WISCONSIN

REGISTERED

No. R-2

\$6,741,530

CITY OF PEWAUKEE, WISCONSIN
INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 2011
(HARKEN PROJECT)

<u>Maturity</u> <u>Date</u>	<u>Original Issue</u> <u>Date:</u>	<u>CUSIP</u> <u>Number</u>
January 1, 2033	December 20, 2011	None

REGISTERED OWNER: JPMORGAN CHASE BANK, N.A.

PRINCIPAL AMOUNT: SIX MILLION SEVEN HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED THIRTY DOLLARS

CURRENT MODE: FLEX PRIVATE PLACEMENT RATE MODE

(If the current Mode is a Commercial Paper Mode, an Adjustable Long Mode, or a Flex Private Placement Rate Mode, additional information is set forth in the Notice of Rate Period attached hereto.)

As hereinafter described, under certain circumstances on certain dates this Bond is permitted to be or is required to be tendered for purchase to the Trustee at a price equal to 100% of the principal amount of this Bond outstanding (except as otherwise specified herein) plus, if such date is not an Interest Payment Date, interest accrued and unpaid hereon to but not including the date of such tender. The owner or beneficial owner hereof who elects to tender this Bond or its beneficial ownership interest, as the case may be, or is required to tender this Bond for purchase shall be entitled solely to the payment of such purchase price and shall not be entitled to the payment of any principal hereof or any interest accrued hereon on or after such date.

FOR VALUE RECEIVED, the City of Pewaukee, Wisconsin, a municipal corporation organized and existing under the laws of the State of Wisconsin (the "Issuer"), hereby promises to pay in lawful money of the United States of America to the Registered Owner named above, or registered assigns, on the Maturity Date stated above, unless this Bond shall have previously been called for redemption and payment of the redemption price made or provided for, but solely from amounts specified herein, upon surrender hereof, the principal amount specified hereon or such lesser amount as has been advanced pursuant to Section 4.2 of the Loan Agreement referred to below, and to pay interest on the outstanding principal amount in like manner, but solely from amounts specified herein, at the rates per annum and on the dates determined as described herein

and in the Indenture until payment of the principal amount, or provision therefor, shall have been made upon redemption, at Maturity, upon acceleration or otherwise.

This Bond is being issued on the Original Issue Date in the principal amount of \$9,987,500 for Federal income tax purposes with the initial amount loaned to the Borrower as set forth in the Indenture (the “*Initial Advance*”). Upon satisfaction of the conditions set forth in the Indenture and Loan Agreement (each as defined herein), there shall be additional Supplemental Advances (as defined in the Indenture) of principal on this Bond, up to the aggregate principal amount of \$9,987,500. Each Advance is intended to be treated as a part of a single issue of Bonds for which the issue date for certain Federal income tax purposes is the Original Issue Date. Each Supplemental Advance shall be identified and set forth in the Schedule attached to this Bond.

Each Bond authenticated prior to the first Interest Payment Date shall bear interest from the date of the first authentication and delivery of the Bonds and thereafter interest on the Bonds shall accrue as provided in the next sentence. Interest on the Bonds shall accrue during a Daily Mode, a Weekly Mode or a Flex Private Placement Rate Mode from and including each Interest Payment Date to but excluding the next succeeding Interest Payment Date. Interest on the Bonds shall accrue during a Commercial Paper Mode from the Rate Change Date for such Bonds to, but not including, the next succeeding Rate Change Date. Interest on the Bonds shall accrue during an Adjustable Long Mode made up of Rate Periods which are 366 or fewer days duration from the Rate Change Date for such Bonds to, but not including, the next succeeding Rate Change Date. Interest on the Bonds shall accrue during an Adjustable Long Mode made up of Rate Periods which exceed 366 days duration from the Rate Change Date to, but not including, the first day of the sixth month following the month in which the Rate Change Date occurs, and from the first day of each sixth month thereafter to, but not including the first day of each sixth month thereafter. Interest on the Bonds shall accrue during a Fixed Rate Period from the Conversion Date to, but not including, the next succeeding January 1 or July 1, as the case may be, and from each succeeding July 1 or January 1, as the case may be, to but not including the next succeeding January 1 or July 1. The foregoing notwithstanding, no interest shall accrue on any Bonds prior to the first authentication and delivery of Bonds or after the Maturity thereof or after the redemption or mandatory purchase date for such Bond (provided that the redemption or purchase price is paid or provided for in accordance with the provisions of the Indenture) or after the date to which such Bond is accelerated.

The principal of and premium, if any, on Bonds bearing interest at a Daily Rate, a Weekly Rate, a Commercial Paper Rate, an Adjustable Long Rate and the final payment of principal and premium, if any, on Bonds bearing interest at a Flex Private Placement Rate shall be payable at the Principal Office of the Trustee or, at the option of the owner, at the Principal Office of any Paying Agent, if any, named in such Bond, upon presentation and surrender of such Bonds. The payment of principal of Bonds bearing interest at a Flex Private Placement Rate (other than the final payment) shall be paid by wire transfer of immediately available funds to the person appearing on the Bond Register by the registered owner thereof as of the close of business of the Trustee on the Record Date immediately preceding such payment date to the account designated by such owner as it appears on the Bond Register or to such other account as is furnished to the

Trustee in writing by such owner not later than the Record Date. The principal of and premium, if any, on Bonds bearing interest at a Fixed Rate shall be payable at the Principal Office of the Trustee, upon presentation and surrender of such Bonds. Payment of principal on any Bond shall be made to any owner of \$1,000,000 or more in aggregate principal amount of Bonds by wire transfer to such owner on the Principal Payment Date for said Bonds upon written notice from such owner containing the wire transfer address within the continental United States to which such owner wishes to have such wire directed, which written notice is received not later than the Business Day next preceding the 15th day prior to the Principal Payment Date applicable to such Bonds; provided that such wire transfer shall only be made upon presentation and surrender of such Bonds at the Principal Office of the Trustee on the Principal Payment Date. Any payment of the purchase price of a Tendered Bond shall be payable at the Principal Office of the Trustee, upon presentation and surrender of such Bond as hereinafter described.

The payment of interest on Bonds bearing interest at a Daily Rate, a Weekly Rate, an Adjustable Long Rate or a Fixed Rate shall be paid by check mailed on the applicable Interest Payment Date to the person appearing on the Bond Register as the registered owner thereof as of the close of business of the Trustee on the Record Date immediately preceding such Interest Payment Date at the address of such owner as it appears on the Bond Register or at such other address as is furnished to the Trustee in writing by such owner not later than the Record Date. Payment of interest on Bonds bearing interest at a Commercial Paper Rate shall be made on the applicable Interest Payment Date to the person appearing on the Bond Register as the registered owner thereof as of the close of business of the Trustee on the Record Date upon presentation and surrender of such Bond at the Principal Office of the Trustee on the applicable Interest Payment Date. Payment of interest on any Bond shall be made to the owner of the Bonds in the Flex Private Placement Rate Mode and to any owner of \$1,000,000 or more in aggregate principal amount of Bonds as of the close of business of the Trustee on the Record Date for a particular Interest Payment Date by wire transfer to such owner on such Interest Payment Date upon written notice from such owner containing the wire transfer address within the continental United States to which such owner wishes to have such wire directed, which written notice is received not later than the Record Date; provided that such wire transfer shall only be made, for Bonds bearing interest at a Commercial Paper Rate, upon presentation and surrender of such Bonds at the Principal Office of the Trustee on the applicable Interest Payment Date.

Interest accrued on the Bonds during each Rate Period shall be paid in arrears on each Interest Payment Date. Interest on the Bonds shall be computed (i) during any Daily Mode, Weekly Mode, Commercial Paper Mode or Adjustable Long Mode for any Rate Period of 366 days or less, upon the basis of a 365- or 366-day year, as applicable, for the number of days actually elapsed, (ii) during any Long Mode, upon the basis of a 360-day year consisting of twelve 30-day months, and (iii) during any Flex Private Placement Rate Mode, upon the basis of a 360-day year, for the number of days actually elapsed. While the Bonds are in the Flex Private Placement Rate Mode, interest on the Bonds is computed by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Bonds.

The Bonds have been issued pursuant to and in full compliance with the Constitution and laws of the State of Wisconsin, particularly Section 66.1103 of the Wisconsin Statutes, as amended, and by authority of resolutions adopted by the Issuer's governing body pursuant to that Section of the Wisconsin Statutes.

THE BONDS AND THE INTEREST PAYABLE THEREON ARE LIMITED OBLIGATIONS OF THE ISSUER AND ARE PAYABLE SOLELY AND ONLY OUT OF THE REVENUES DERIVED UNDER THE LOAN AGREEMENT DESCRIBED BELOW, OR IF THERE IS A DEFAULT OF THE LOAN AGREEMENT, OUT OF ANY REVENUES DERIVED FROM THE SALE, RELEASING OR OTHER DISPOSITION OF THE PROJECT DESCRIBED BELOW, OR OUT OF ANY COLLATERAL SECURING THE LOAN AGREEMENT OR OUT OF THE PROCEEDS OF THE SALE OF THE BONDS. BONDS AND INTEREST ON THE BONDS ARE NOT AN INDEBTEDNESS OF THE ISSUER, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION. BONDS AND INTEREST ON THE BONDS ARE NOT A CHARGE AGAINST THE ISSUER'S GENERAL CREDIT OR TAXING POWER OR A PECUNIARY LIABILITY OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION, STATUTORY LIMITATION OR CHARTER PROVISION OR LIMITATION. THE BONDS SHALL NOT IN ANY EVENT BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OF THE ISSUER OTHER THAN THOSE PLEDGED THERETO.

Definitions. To the extent not defined herein, the terms used in this Bond shall have the same meanings as set forth in the Trust Indenture dated as of December 1, 2011 between the Issuer and The Bank of New York Mellon Trust Company, National Association, as Trustee (the "Indenture").

"Adjusted LIBOR Rate" means, for each Interest Period, the quotient of (a) the LIBOR Rate applicable to such Interest Period, divided by (b) one minus the Reserve Requirement (expressed as a decimal) applicable to such Interest Period.

"Adjustable Long Mode" means any Adjustment Period during which the Rate Determination Date and Rate Change Date for each Rate Period therein (which shall have a duration of 30 days or more and less than or equal to the remaining term of the Bonds) shall be designated by the Borrower pursuant to the Indenture and during which the Bonds bear interest at the Adjustable Long Rate.

"Adjustable Long Rate" means, for each Rate Period within an Adjustable Long Mode, a per annum interest rate borne by such Bond established pursuant to the Indenture equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Bond to be remarketed at the principal amount thereof, plus accrued interest thereon, if any, on the Rate Change Date for such Rate Period.

"Adjustment Date" means (a) the date of the initial authentication and delivery of the Bonds, (b) any date which is the first day of an Adjustment Period designated by the Borrower in the manner set forth in the Indenture, (c) any Substitute Adjustment Date designated by the

Borrower in the manner set forth in the Indenture, and (d) any proposed Conversion Date designated by the Borrower in the manner set forth in the Indenture.

“Adjustment Period” means, with respect to each Bond, each period commencing on an Adjustment Date for such Bond to the Maturity thereof or the immediately succeeding Adjustment Date for such Bond, during which period such Bond shall operate in one type of Mode.

“Advance” means the Initial Advance on the Original Issue Date and each Supplemental Advance.

“Authorized Denomination” means (a) when the Bonds are in an Adjustable Long Mode or a Fixed Mode, \$5,000 or any integral multiple thereof and (b) when the Bonds are in a Flex Private Placement Rate Mode, \$0.01 or any multiple thereof and (c) when the Bonds are in any Mode other than an Adjustable Long Mode or a Fixed Mode or Flex Private Placement Rate Mode, \$100,000 or any integral multiple of \$5,000 in excess of \$100,000.

“Bank” means (a) any financial institution and any successor financial institution which issues a Letter of Credit in accordance with Section 405 of the Indenture, and (b) any financial institution which issues a Substitute Letter of Credit in accordance with Section 405(b) of the Indenture, and any successor financial institution.

“Bank Bonds” means Bonds purchased with moneys drawn under the Letter of Credit for so long as the Bonds are so held by the Bank. Bank Bonds do not include Bonds purchased by a bank during a Flex Private Placement Rate Mode.

“Borrower Bonds” means any Bond which is registered in the name of the Borrower and is not a Bank Bond.

“Business Day” means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions are required or authorized to be closed in the city or cities in which the designated corporate trust office of the Trustee or any of the respective designated offices of the Registrar and Remarketing Agent are located, (c) if a Letter of Credit is in effect with respect to the Bonds, a day on which the office of the Bank at which demands under the Letter of Credit are to be presented is located is required or authorized by law to remain closed, (d) while the Bonds are in the Flex Private Placement Rate Mode, a day on which the Purchaser’s principal office is required or authorized by law to remain closed, or (e) a day on which The New York Stock Exchange is closed for the entire day or Federal Reserve Banks are closed.

“Closing Date” means December 20, 2011, the date of the initial authentication and delivery of the Bonds.

“Commercial Paper Mode” means any Adjustment Period during which the Rate Determination Date and Rate Change Date for each Rate Period therein (which shall have a duration of one day or more and less than or equal to 270 days) shall occur on the first day of such

Rate Period which shall be designated by the Remarketing Agent pursuant to the Indenture and during which the Bonds bear interest at a Commercial Paper Rate.

“*Commercial Paper Rate*” means, for each Rate Period within a Commercial Paper Mode, a per annum interest rate borne by such Bond established pursuant to the Indenture equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Bond to be remarketed at the principal amount thereof on the Rate Change Date for such Rate Period.

“*Commitment*” means a written commitment to issue a Substitute Letter of Credit from a financial institution which (i) is addressed to the Borrower, (ii) is signed by an authorized officer of such financial institution, (iii) has an expiration date not prior to the Stated Termination Date of the Letter of Credit then in effect and (iv) specifies terms for the Substitute Letter of Credit meeting the requirements of the Indenture.

“*Conversion Date*” means an Adjustment Date on which the Bonds begin to bear interest at a Fixed Rate.

“*Credit Spread*” means (a) 2.25% per annum or (b) such other Credit Spread as determined by the Purchaser for a similarly situated borrower as the Borrower based on the Purchaser’s then-current underwriting standards, and with credit committee oversight, including, without limitation, factors such as the current credit profile, market conditions and current and historical operating performance and which Credit Spread in the opinion of Bond Counsel will not adversely affect any exemption from federal income taxation to which the Bonds would otherwise be entitled.

“*Daily Mode*” means any Adjustment Period during which Rate Determination Dates and Rate Change Dates occur on each Business Day of each calendar week in the manner set forth in the Indenture and during which the Bonds which bear interest at the Daily Rate.

“*Daily Rate*” means, for each Rate Period within a Daily Mode, a per annum interest rate borne by such Bond established pursuant to the Indenture equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Bond to be remarketed at the principal amount thereof, plus accrued interest thereon, if any, on the Rate Change Date for such Rate Period.

“*Demand Date*” means (a) with respect to any Bond bearing interest at a Daily Rate, the Business Day on which the Trustee receives notice prior to 9:30 a.m., Wisconsin time, from the owner thereof demanding to have such Bond (or any portion thereof in an Authorized Denomination) purchased on such date (or the succeeding Business Day if such notice of demand is received after 9:30 a.m., Wisconsin time), as provided under “Purchase on Demand Date” below, (b) with respect to any Bond bearing interest at a Weekly Rate, the Business Day specified in the notice of demand received by the Trustee upon which the owner of such Bond intends to tender such Bond (or any portion thereof in an Authorized Denomination) for purchase as provided under “Purchase on Demand Date” below, which Business Day shall be not less than seven calendar days after the date such notice of demand is received and (c) with respect to any Bond bearing interest at the Flex Private Placement Rate, (i) December 31, 2013, (ii) the last day of each Flex Private

Placement Rate Mode Period pursuant to the Indenture, (iii) the last day of each Flex Private Placement Rate Mode Period as identified in a commitment or purchase contract delivered pursuant to the Indenture or (iv) after an Adjustment Date to the Flex Private Placement Rate, the Business Day(s) which are specified in the commitment for purchase or purchase contract delivered pursuant to the Indenture as the date(s) for mandatory purchase or dates eligible for mandatory purchase.

“*Determination of Taxability*” means the occurrence of any of the following:

(a) the filing of a certificate signed by an Authorized Borrower Representative with the Trustee asserting or indicating by its terms to the satisfaction of the Trustee that an Event of Taxability has occurred;

(b) notification to the Trustee that an authorized officer or official of the Internal Revenue Service has issued a statutory notice of deficiency or document of similar import to the effect that an Event of Taxability has occurred; or

(c) notification to the Trustee from any Bondholder or former Bondholder to the effect that the Internal Revenue Service has assessed as includable in the gross income of such Bondholder or former Bondholder interest on a Bond due to the occurrence of any Event of Taxability;

provided, however, that in respect of clauses (b) and (c) above, a Determination of Taxability shall not be deemed to have occurred unless and until the Borrower has been notified of the allegation that an Event of Taxability and a Determination of Taxability have occurred and the Borrower has failed within 60 days following such notice either (i) to have the allegation that an Event of Taxability has occurred rescinded by the Internal Revenue Service or the Bondholder or the former Bondholder who made such allegation, as the case may be, or (ii) to obtain an unqualified opinion of Bond Counsel acceptable to the Trustee and the Purchaser (if during a Flex Private Placement Rate Mode) to the effect that no Event of Taxability has occurred.

“*Excluded Bonds*” means Borrower Bonds, Bank Bonds, Bonds in a Long Mode (unless the Remarketing Agent determines that a Letter of Credit is required to remarket such Bonds in a Long Mode) and Bonds in a Flex Private Placement Rate Mode.

“*Fixed Mode*” means the Adjustment Period commencing on the Conversion Date and ending on the Maturity thereof, as established pursuant to the Indenture during which Adjustment Period the Bonds bear interest at the Fixed Rate.

“*Fixed Rate*” means, for the Fixed Mode, a per annum interest rate borne by such Bond established pursuant to the Indenture equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Bond to be remarketed at the principal amount thereof on the Conversion Date for such Bond.

“Flex Private Placement Rate” means, for each Rate Period within a Flex Private Placement Rate Mode Period, the per annum interest rate borne by such Bond established pursuant to the terms of the Indenture. The Flex Private Placement Rate may be the Variable Rate Flex Private Placement Rate or the Fixed Rate Flex Private Placement Rate, all as described in the Indenture.

“Flex Private Placement Rate Mode” means the Adjustment Period from (i) the Closing Date or (ii) an Adjustment Date to the Flex Private Placement Rate Mode (during which time the Bonds bear interest at the Fixed Rate Private Placement Rate or the Variable Rate Flex Private Placement Rate) to the earliest of (i) the Conversion Date, (ii) an Adjustment Date or (iii) the maturity date of a Bond (to the extent such Bond is in the Flex Private Placement Rate Mode at such time).

“Flex Private Placement Rate Mode Period” means the period of time in which the Rate Determination Date and Rate Change Date shall have been established and designated pursuant to the terms of the Indenture during which the Bonds bear interest at a specified Variable Rate Flex Private Placement Rate or Fixed Rate Flex Private Placement Rate.

“Immediate Notice” means notice by telephone, e-mail or facsimile to such address as the addressee shall have directed in writing, promptly followed by written notice by hand delivery, by first-class mail, postage prepaid or by nationally recognized overnight commercial carrier, airbill prepaid; provided, however, that if any Person required to give an Immediate Notice shall not have been provided with the necessary information as to the telephone, e-mail or facsimile number of an addressee, Immediate Notice shall mean written notice by hand delivery or by nationally recognized overnight commercial carrier, airbill prepaid.

“Initial Advance” means the advance of the proceeds of this Bond to the Issuer on the Original Issue Date and advance of the loan by the Issuer to the Borrower on the Original Issue Date.

“Interest Payment Date” means (a) each Adjustment Date (including without limitation a proposed Conversion Date), (b) for any Bond in a Daily Mode or Weekly Mode, the first Business Day of each calendar month, commencing on the first Business Day of the month next succeeding the Adjustment Date to the Daily Mode or Weekly Mode, (c) for any Bond in an Adjustable Long Mode for any Rate Period which exceeds 366 days duration, the first day of the sixth calendar month following the month in which such Rate Period commences and the first day of each sixth month thereafter, (d) for any Bond in a Commercial Paper Mode or an Adjustable Long Mode for any Rate Period consisting of 366 days or less, each Rate Change Date, (e) for any Bond in a Fixed Mode, each January 1 and July 1, commencing as provided in the Indenture, (f) for each Bond, the Maturity thereof, (g) for any Borrower Bond, the date such Borrower Bond is remarketed pursuant to the Remarketing Agreement, (h) for any Bank Bond, the dates specified therefor in the Reimbursement Agreement, (i) for any Bond bearing interest at a Short Rate or an Adjustable Long Rate, any Business Day on which such Bonds are subject to mandatory tender for purchase as described under “Purchase on a Stated Termination Date or Substitution Date if a Required Substitute Letter of Credit is Not in Place,” and “Purchase in the Case of an Event of Default Under

Reimbursement Agreement” and (j) with respect to the Flex Private Placement Rate Mode Period commencing on the Closing Date, the last day of each month commencing December 31, 2011 (for the period from the Original Issue Date through December 31, 2011) or if such date is not a Business Day, on the next succeeding Business Day, and with respect to Flex Private Placement Rate Mode Period commencing after a Daily Mode, a Weekly Mode, a Commercial Paper Mode or an Adjustable Long Mode, the first day of each month, commencing with the first day of the month next succeeding the Adjustment Date to the Flex Private Placement Rate Mode.

“*Interest Period*” means each consecutive one-month period ending on the last of the month, provided, however, that if an Interest Period would otherwise end on a day which is not a Business Day, such Interest Period shall end on the immediately preceding Business Day.

“*Letter of Credit*” means (a) any irrevocable Letter of Credit issued by a Bank in favor of the Trustee with respect to the Bonds delivered in connection with an Adjustment Date from a Flex Private Placement Rate Mode or Adjustable Long Mode to a Mode requiring a Letter of Credit pursuant to the Indenture, and (b) any Substitute Letter of Credit delivered to the Trustee pursuant to Section 405(b) of the Indenture, and any expansions, extensions or renewals of the foregoing or endorsements to the foregoing.

“*Letter of Credit Interest Amount*” means,

(a) while the Bonds are in the Daily Mode or Weekly Mode, an amount equal to interest on the outstanding principal amount of the Bonds calculated at the Maximum Interest Rate on such Bonds for 35 days (or such other number of days as specified by the Rating Agency) and computed on the basis of a 365/366-day year for the actual number of days elapsed,

(b) while the Bonds are in the Adjustable Long Mode for any Rate Period of a duration of 366 days or less, an amount equal to interest on the outstanding principal amount of the Bonds for the number of days in the currently effective Rate Period plus 10 days (or such other number of days as specified by the Rating Agency) calculated at the Maximum Interest Rate and computed on the basis of a 365/366-day year for the actual number of days elapsed,

(c) while the Bonds are in the Adjustable Long Mode for any Rate Period of a duration greater than 366 days, an amount equal to interest on the outstanding principal amount of the Bonds for the number of days in the currently effective Rate Period plus 10 days (or such other number of days as specified by the Rating Agency) calculated at the Maximum Interest Rate and computed on the basis of a 360-day year consisting of twelve 30-day months, and

(d) while the Bonds are in a Commercial Paper Mode, an amount equal to interest on the outstanding principal amount of the Bonds calculated at the Maximum Interest Rate on such Bonds for the actual number of days in each Rate Period plus

10 days (or such other number of days as specified by the Rating Agency) and computed on the basis of a 365/366-day year for the actual number of days elapsed.

“LIBOR Business Day” means a day (other than a Saturday or Sunday) on which banks generally are open in Wisconsin and New York for the conduct of substantially all of their commercial lending activities and on which dealings in United States dollars are carried on in the London interbank market.

“LIBOR Rate” means for any Interest Period, the interest rate determined by the Purchaser by reference to Reuters Screen LIBOR01, formerly known as Page 3750 of the Moneyline Telerate Service (together with any successor or substitute, the “Service”) or any successor or substitute page of the Service, providing rate quotations comparable to those currently provided on such page of the Service, as determined by the Purchaser from time to time for purposes of providing quotations of interest rates applicable to dollar deposits in the London interbank market (the “Page”) to be the rate at approximately 11:00 a.m. London time, two LIBOR Business Days prior to the commencement of the Interest Period for dollar deposits with a maturity of one month. If no LIBOR Rate is available to the Purchaser, the applicable LIBOR Rate for the relevant Interest Period shall instead be the rate determined by the Purchaser to be the rate at which the Purchaser offers to place U.S. dollar deposits having a maturity of one month with first-class banks in the London interbank market at approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period.

“LIBOR/Swap Rate” means the International Swaps and Derivatives Association (ISDA®) mid-market par interest rate swap rates as most recently published by the Board of Governors of the Federal Reserve System, published in Release H.15 (currently available at www.federalreserve.gov/releases/h15/update) for the applicable length period; provided, however, that if such rate is not available on H.15 then such rate shall be otherwise independently determined by the Purchaser from an alternate, substantially similar independent source or shall be calculated by a substantially similar methodology as that theretofore used to determine such offered rate on H.15. Each determination of the LIBOR/Swap Rate made by Purchaser shall be final and conclusive, absent manifest error. In addition, if there is an Adjustment Date to the Flex Private Placement Rate Mode, and there is delivered an Opinion of Bond Counsel that the change in the LIBOR/Swap Rate will not adversely affect any exclusion from gross income for federal income tax purposes to which interest on the Bonds would otherwise be entitled, the LIBOR Swap Rate shall be the LIBOR/Swap Rate or such other fixed interest rate as specified in the commitment or purchase contract delivered pursuant to Section 202(f) or 601(h) of the Indenture.

“Liquidity Premium” means (a) 0.25% per annum, or (b) such other funding cost component determined by the Purchaser as determined for an Interest Period based on the current costs of term or variable funding by the Purchaser that would be quoted by the Purchaser on that date for the Borrower and all other customers of the Purchaser that are similarly situated. The initial Liquidity Premium is 0.25% per annum.

“Long Mode” means an Adjustable Long Mode for any Rate Period exceeding 366 days or a Fixed Mode.

“*Maturity*” means the date on the front of this Bond designated Maturity Date; provided, however, with respect to each Bond bearing interest at a Fixed Rate which has been assigned a specific date of Maturity pursuant to the Indenture, such date of Maturity.

“*Maximum Interest Rate*” means the least of (a) the per annum interest rate used to calculate the Letter of Credit Interest Amount or (b) the maximum interest rate permitted by law or (c) fifteen percent (15%) per annum; provided, however, with respect to Bonds in a Long Mode or a Flex Private Placement Rate Mode or which are Bank Bonds, the Maximum Interest Rate shall be the lesser of (a) the maximum interest rate permitted by law or (b) twenty-five percent (25%) per annum.

“*Mode*” means a Daily Mode, Weekly Mode, Adjustable Long Mode, Commercial Paper Mode, Fixed Mode or Flex Private Placement Rate Mode.

“*Multiplier*” means the tax-exempt multiplier for non-bank qualified bonds as established from time to time by the Purchaser based on its then current federal income tax rate and available to all borrowers of the Purchaser for bonds for non-bank qualified tax-exempt bonds.

“*No-Call Period*” means the period of time equal to 5 years (measured from the applicable Adjustment Date) during which a Bond in an Adjustable Long Mode or a Fixed Mode may not be called for optional redemption.

“*Purchaser*” means the purchaser(s) of the Bonds (i) on the Closing Date, (ii) on any Adjustment Date to the Flex Private Placement Rate Mode or (iii) at the end of a Flex Private Placement Rate Mode Period that is not an Adjustment Date, and its successors or assigns. Initially, the Purchaser is JPMorgan Chase Bank, N.A., or its successor or assigns.

“*Rate Change Date*” means (a) during any Daily Mode, each Business Day, (b) during any Weekly Mode, Thursday or such other day of the week designated as such by the Remarketing Agent from time to time, in accordance with the provisions of the Indenture, (c) during any Adjustable Long Mode, the Business Day(s) specified in the notice delivered to the Trustee in accordance with the Indenture, (d) during any Commercial Paper Mode, the Business Day(s) specified in the notice delivered to the Trustee in accordance with the Indenture, (e) during the Flex Private Placement Rate Mode commencing on the Closing Date and ending on December 31, 2013, means the first day of each Interest Period and during any other Flex Private Placement Rate Mode Period, the date or dates specified in the notice delivered to the Trustee in accordance with the Indenture, and (f) each Adjustment Date.

“*Rate Determination Date*” means for (a) each Rate Period during any Daily Mode, the Rate Change Date for such Rate Period, (b) each Rate Period during any Weekly Mode, (i) the Wednesday or such other day of the week designated as such by the Remarketing Agent from time to time, in accordance with the Indenture, next preceding the Rate Change Date for such Rate Period (unless such day is not a Business Day, in which case the Rate Determination Date shall be the immediately preceding Business Day); however, (ii) for the first Rate Period of an Adjustment Date to the Weekly Mode, the Adjustment Date, (c) each Rate Period during any Adjustable Long

Mode, the Business Day(s) specified in the notice delivered to the Trustee in accordance with the Indenture which Business Day shall not be less than one calendar day nor more than seven calendar days prior to the first day of such Rate Period, (d) each Rate Period during any Commercial Paper Mode, the Rate Change Date for such Rate Period specified in the notice delivered to the Trustee in accordance with the Indenture, (e) each Rate Period during a Fixed Mode, the date of the firm underwriting or purchase contract referred to in the Indenture, (f) the Rate Period following a proposed Conversion Date in the event of a failed conversion, such proposed Conversion Date, (g) the Rate Period following a failed conversion pursuant to the Indenture, the proposed Adjustment Date, (h) a Rate Period commencing on the Business Day immediately preceding a Substitution Date, a Business Day not more than seven calendar days prior to such Substitution Date and (i) each Rate Period during a Flex Private Placement Rate Mode Period, commencing on the Closing Date, two LIBOR Business Days prior to the Rate Change Date and each Rate Period during any other Flex Private Placement Rate Mode Period, the date or dates set forth in the commitment or purchase contract referred to in Section 202(f) and 601(h) of the Indenture.

“*Rate Period*” means, with respect to each Bond, each period commencing on the Closing Date or a Rate Change Date for such Bond through and including the day immediately preceding the Maturity thereof or the immediately succeeding Rate Change Date for such Bond.

“*Record Date*” means (a) with respect to any Bond during a Short Mode, the Business Day immediately preceding each Interest Payment Date and (b) with respect to any Bond during a Long Mode, the 15th day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

“*Reserve Requirement*” means the maximum aggregate reserve requirement (including all basic, supplemental, marginal and other reserves) which is imposed under Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor thereto or other regulation or official interpretation of said Board of Governors relating to reserve requirements applicable to member banks of the Federal Reserve System.

“*Short Mode*” means a Commercial Paper Mode, a Daily Mode, a Weekly Mode, a Flex Private Placement Rate Mode or an Adjustable Long Mode for any Rate Period of 366 days or less.

“*Short Rate*” means a Commercial Paper Rate, a Daily Rate or a Weekly Rate.

“*SIFMA Municipal Swap Index*” means the SIFMA Municipal Swap Index as of the most recent date for which such index was published or such other weekly, high-grade index comprised of seven-day, tax-exempt variable rate demand notes produced by Municipal Market Data, Inc. or its successor, or as otherwise designated by the Securities Industry and Financial Markets Association; provided, however, that if such index is no longer produced by Municipal Market Data, Inc. or its successor, then “SIFMA Municipal Swap Index” means such other reasonably comparable index selected by the Borrower.

“*Stated Termination Date*” means the stated date of expiration set forth in the then-current Letter of Credit, including any extensions or renewals thereof.

“*Substitute Letter of Credit*” means a Letter of Credit provided pursuant to the Loan Agreement and the Indenture by a Bank other than the Bank providing the Letter of Credit on or prior to the Substitution Date and does not include an extension or renewal of the Letter of Credit in effect prior to the Substitution Date.

“*Substitution Date*” means the date upon which a Substitute Letter of Credit becomes effective.

“*Supplemental Advance*” means any additional advance of proceeds of the Bonds subsequent to the Initial Advance pursuant to Section 303 of the Indenture and any additional advance of the Loan subsequent to the Initial Advance pursuant to Sections 3.2 and 4.3 of the Loan Agreement; provided the aggregate amount of the Initial Advance and all Supplemental Advances shall not exceed \$9,987,500.

“*Tender Price*” means the applicable purchase price for Tendered Bonds which is 100% of the principal amount of such Bonds, plus accrued interest to the scheduled purchase date and without premium (except if such purchase occurs during a Mode where the Bonds bear interest at a Fixed Rate Flex Private Placement Rate then the Yield Maintenance Fee, as defined in the Indenture, is owed on the purchase date); provided, however, that if a purchase date is an Interest Payment Date, then the purchase price is 100% of the principal amount of such Bonds.

“*Weekly Mode*” means any Adjustment Period during which Rate Determination Dates occur on the Business Day of each calendar week next preceding the Rate Change Date in such calendar week specified by the Remarketing Agent in the manner set forth in the Indenture and during which the Bonds bear interest at the Weekly Rate.

“*Weekly Rate*” means, for each Rate Period within a Weekly Mode, a per annum interest rate borne by such Bond established pursuant to the Indenture equal to the lowest interest rate which, in the judgment of the Remarketing Agent, would enable such Bond to be remarketed at the principal amount thereof, plus accrued interest thereon, if any, on the Rate Change Date for such Rate Period.

This Bond is one of the Issuer’s Industrial Development Revenue Bonds, Series 2011 (Harken Project) issued under the Trust Indenture dated as of December 1, 2011 (the “*Indenture*”) in the aggregate principal amount of up to \$9,987,500 (the “*Bonds*”) for the purpose of obtaining funds to loan to Harken Real Estate LLC, a Wisconsin limited liability company (the “*Borrower*”), which will be used, together with certain other moneys, to (i) finance the acquisition and the construction of a facility and related improvements on land in the City of Pewaukee, Wisconsin and the acquisition and installation of equipment for such facility to be leased to and used by Harken, Incorporated and (ii) pay certain expenses incurred in connection with the issuance of the Bonds, as permitted under Section 66.1103 of the Wisconsin Statutes, as from time to time

amended (the “Act”). The Bonds are all issued under and equally and ratably secured by and entitled to the security of the Indenture.

The Issuer will loan the proceeds of the Bonds to the Borrower pursuant to a Loan Agreement dated as of December 1, 2011 (the “*Loan Agreement*”) between the Borrower and the Issuer. The Borrower has agreed in the Loan Agreement to pay the Issuer amounts sufficient to pay all amounts coming due on the Bonds, and the Issuer has assigned its rights to such payments under the Loan Agreement to the Trustee as security for the Bonds. The loan by the Issuer to the Borrower from the proceeds of sale of the Bonds will be evidenced by the Borrower’s Promissory Note, Series 2011 (the “*Note*”), which Note is to be issued pursuant to the Loan Agreement. The terms of the Note will require payments by the Borrower which, together with other moneys available therefor, will be sufficient to provide for the payment of the principal of, premium, if any, and interest on the Bonds. Pursuant to the Indenture, the Note is pledged and assigned and all of the right, title and interest of the Issuer in and to the Loan Agreement (excluding Unassigned Rights) is assigned by the Issuer to the Trustee as security for the Bonds.

Reference is made to the Indenture, to all indentures supplemental thereto, to the Loan Agreement and to all amendments thereto for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer the Trustee, the rights of the owners of the Bonds, and to all the provisions of which the owner hereof by the acceptance of this Bond assents. In the event of any conflict between the terms and provisions of this Bond and the terms and provision of the Indenture, the terms and provisions of the Indenture shall control.

Interest Rates. The Bonds shall initially bear interest at a Flex Private Placement Rate designated as provided in the Indenture until and unless converted to a different Mode as provided in the Indenture.

Daily Mode. No later than 10:00 a.m., Wisconsin time, on the Rate Determination Date for each Rate Period within a Daily Mode, the Remarketing Agent will determine, and is required to give telephonic notice (confirmed by telecopy or electronic notice) to the Borrower, the Issuer and the Trustee of, the Daily Rate. Except on an Adjustment Date, in the event that the Daily Rate for any Rate Period is not determined by the Remarketing Agent, the rate of interest borne by the Bonds bearing interest at a Daily Rate for the immediately preceding Rate Period shall remain in effect for such Rate Period; provided, however, that if the Daily Rate for two consecutive Rate Periods is not determined by the Remarketing Agent, the rate of interest borne by the Bonds bearing interest at a Daily Rate for each succeeding Rate Period until the Daily Rate is again determined by the Remarketing Agent shall be 100% of the SIFMA Municipal Swap Index. Upon receipt of notice of the Daily Rate for a Rate Period from the Remarketing Agent, the Trustee shall make available by telex, telecopier or telephone to each owner of Bonds in the Daily Mode who so requests the Daily Rate which will apply to such Bonds during such Rate Period.

Weekly Mode. No later than 10:00 a.m., Wisconsin time, on the Rate Determination Date for each Rate Period within a Weekly Mode, the Remarketing Agent will determine, and is required to give telephonic notice (confirmed by telecopy or electronic notice) to the Borrower,

the Issuer and the Trustee of, the Weekly Rate. Except on an Adjustment Date, in the event that the Weekly Rate for any Rate Period is not determined by the Remarketing Agent, the rate of interest for the immediately preceding Rate Period shall remain in effect for such Rate Period; provided, however that if the Weekly Rate for two consecutive Rate Periods is not determined by the Remarketing Agent, the rate of interest borne by the Bonds for each succeeding Rate Period until the Weekly Rate is again determined by the Remarketing Agent shall be 100% of the SIFMA Municipal Swap Index. Upon receipt of notice of the Weekly Rate for a Rate Period from the Remarketing Agent, the Trustee shall make available by telex, telecopier or telephone to each owner of Bonds in the Weekly Mode who so requests the Weekly Rate which will apply to such Bonds during such Rate Period.

If at any time the Remarketing Agent shall determine that, in its judgment, the scheduled Rate Determination Dates or Rate Change Dates during a Weekly Mode have become inappropriate, the Remarketing Agent may designate new scheduled Rate Determination Dates and/or Rate Change Dates, to remain in effect until another redetermination of scheduled Rate Determination Dates or Rate Change Dates in accordance with this paragraph. The Remarketing Agent shall give written notice of any change in scheduled Rate Determination Dates and/or Rate Change Dates during a Weekly Mode to the Borrower, the Issuer, the Trustee and the Bank, and such change shall become effective on the first scheduled Rate Determination Date or Rate Change Date, as the case may be, so designated occurring not less than 14 days following the giving of such notice. Promptly upon receipt of such notice, the Trustee shall notify each affected Bondholder of such change in writing.

Commercial Paper Mode. No later than 10:00 a.m., Wisconsin time, on the Rate Determination Date for each Rate Period within a Commercial Paper Mode, the Remarketing Agent will determine, and is required to give telephonic notice (confirmed by telecopy or electronic notice) to the Borrower, the Issuer and the Trustee of (a) the duration of such Rate Period by specifying the succeeding Rate Change Date for such Bond in accordance with the provisions of the immediately succeeding paragraph and (b) the Commercial Paper Rate applicable to the Bonds during such Rate Period. Both the last day of a Rate Period and the day succeeding such last day must be a Business Day. Except on an Adjustment Date, in the event that the Commercial Paper Rate for any Bond is not determined by the Remarketing Agent on any Rate Determination Date, the Bonds shall bear interest at the same rate of interest borne by such Bond for the immediately preceding Rate Period for a Rate Period of seven days and for each succeeding seven-day Rate Period; provided that if such seven-day Rate Period would not end on and be immediately succeeded by a Business Day, then such Rate Period will be the minimum amount of days greater than seven such that the Rate Period ends on and is immediately succeeded by a Business Day. The Remarketing Agent shall determine the duration of Rate Periods during a Commercial Paper Mode and the Remarketing Agent's determination shall be conclusive and binding upon all parties. Except on an Adjustment Date, in the event that the Rate Period for any Bond is not determined by the Remarketing Agent as provided in this paragraph, the Rate Period for such Bond shall be seven days; provided that if such seven-day Rate Period would not end on and be immediately succeeded by a Business Day, then such Rate Period will be the minimum amount of days greater than seven such that the Rate Period ends on and is immediately succeeded by a Business Day.

The Remarketing Agent shall not establish a Rate Period during a Commercial Paper Mode which extends beyond the Stated Termination Date.

Adjustable Long Mode. No later than 10:00 a.m., Wisconsin time, on the Rate Determination Date for each Rate Period within an Adjustable Long Mode, the Remarketing Agent will determine and is required to give telephonic notice (confirmed by telecopy or electronic notice) to the Borrower, the Issuer and the Trustee of the Adjustable Long Rate. In the event that the Adjustable Long Rate for any Bond is not determined by the Remarketing Agent on a Rate Determination Date which is not an Adjustment Date, the rate of interest borne by such Bonds shall be the Adjustable Long Rate which had been in effect for the prior Rate Period. The Borrower will, pursuant to the terms of the Indenture, determine the duration of Rate Periods during an Adjustable Long Mode. The Borrower's determination will be conclusive and binding upon all parties. The Borrower shall not establish a Rate Period of 366 days or less during an Adjustable Long Mode which extends beyond the Stated Termination Date.

Fixed Rate. From and after the Conversion Date for any Bond, such Bond shall bear interest at the Fixed Rate with respect thereto established as provided below under “*Conversion to a Fixed Rate.*”

Flex Private Placement Rate. Each Bond in the Flex Private Placement Rate Mode shall bear interest for each Flex Private Placement Rate Mode Period during the Flex Private Placement Rate Mode, at the Flex Private Placement Rate from the Closing Date, the Adjustment Date or Rate Change Date, if applicable, to the earlier of a Rate Change Date, its redemption, an Adjustment Date or its Maturity Date all as set forth in the commitment or purchase contract with the Purchaser of the Bonds in the Flex Private Placement Rate Mode beginning on each Flex Private Placement Rate Mode Period after the Flex Private Placement Rate Mode Period ending December 31, 2013 or an Adjustment Date and as set forth in the Indenture for the Flex Private Placement Rate Mode Period commencing on the Closing Date. The Flex Private Placement Rate so established shall not be set at a rate greater than the Maximum Interest Rate. For Bonds bearing interest at the Flex Private Placement Rate beginning on the Adjustment Date to the Flex Private Placement Rate Mode and each Rate Change Date thereafter, such interest rate(s) shall be determined on the Rate Determination Date pursuant to the provisions of the Indenture. The determination of the Flex Private Placement Rate and Flex Private Placement Rate Mode Period for each Bond in the Flex Private Placement Rate Mode as set forth in the commitment or purchase contract described in the Indenture shall be conclusive and binding upon the Issuer, the Borrower, the Trustee, the Tender Agent and the Bondholders.

The Bonds shall initially be in the Flex Private Placement Rate Mode and bear interest at a Variable Rate Flex Private Placement Rate for a Flex Private Placement Rate Mode Period commencing on the Closing Date and ending on December 31, 2013 (the “*Initial Period*”). Thereafter, the Bonds shall continue to be in the Flex Private Placement Rate Mode and bear interest at a Flex Private Placement Rate for successive Flex Private Placement Rate Mode Periods until and unless converted to a different Mode as provided in the Indenture. The Variable Rate Flex Private Placement Rate on the Bonds to be in effect on each Rate Change Date shall be

determined on each Rate Determination Date and be equal to the product of a Multiplier of (a) 79% times (b) the sum of the Adjusted LIBOR Rate plus the Credit Spread of 2.25% per annum plus the Liquidity Premium of 0.25% per annum; provided that the Credit Spread may be modified and the interest rate on the Bonds adjusted accordingly on any Business Day upon the delivery to the Trustee of (i) a written agreement executed by the Borrower and the Purchaser setting forth the new Credit Spread and (ii) an Opinion of Bond Counsel to the effect that the modification of the Credit Spread and the interest rate on the Bonds will not adversely affect the validity of the Bonds or any exemption from federal income taxation to which the interest on the Bonds would otherwise be entitled.

The initial Flex Private Placement Rate Mode Period shall be from the Closing Date and ending on December 31, 2013 and thereafter, the Flex Private Placement Rate Mode Period shall be that number of years specified in the notice described in the following paragraph, or an Adjustment Date or Maturity of the Bonds (as applicable).

For each subsequent Flex Private Placement Rate Mode Period, the Borrower shall select either the Fixed Rate Flex Private Placement Rate or Variable Rate Flex Private Placement Rate and the length of the Flex Private Placement Rate Mode Period and notify the Purchaser and the Trustee of such selection on a date which is not less than 60 days (or such lesser period which is acceptable to the Purchaser and the Trustee) and not more than 180 days prior to the expiration of the then existing Flex Private Placement Rate Mode Period. No later than two (2) Business Days prior to the end of the Flex Private Placement Rate Mode Period, the Borrower may deliver a written commitment from the Purchaser which shall include the calculation of the applicable Fixed Rate Flex Private Placement Rate or Variable Rate Flex Private Placement Rate that will be in effect for the selected Flex Rate Private Placement Rate Mode Period and which shall include the Liquidity Premium, Credit Spread and Multiplier applied on such date in determining the new Flex Private Placement Rate.

If there is no commitment from the then current Purchaser delivered by the Borrower as provided above and the Bonds remain in the Flex Private Placement Rate Mode with a Purchaser other than the then current Purchaser, such Bonds shall have such Flex Private Placement Rate and Flex Private Placement Rate Mode Period determined as set forth in the Indenture.

If the Borrower does not notify the Purchaser and the Trustee in writing of its interest rate selection or length of Flex Private Placement Rate Mode Period for the next succeeding Flex Private Placement Rate Mode Period as provided above, then the Bonds shall bear interest at the Variable Rate Flex Private Placement Rate for a Flex Private Placement Rate Mode Period of the same length as the immediately preceding Flex Private Placement Rate Mode Period.

After the Initial Period, the Variable Rate Flex Private Placement Rate or the Fixed Rate Flex Private Placement Rate shall be determined as follows:

“Variable Rate Flex Private Placement Rate” shall be equal to the product of (i) the sum of the Adjusted LIBOR Rate plus the Credit Spread plus the Liquidity Premium multiplied by (ii) the Multiplier. A Variable Rate Flex Private Placement Rate shall have a Rate Change Date that is

the first day of the applicable Flex Private Placement Rate Mode Period and thereafter as set forth in the definition of Rate Change Date contained herein.

“Fixed Rate Flex Private Placement Rate” shall be equal to the product of (i) the sum of the LIBOR/Swap Rate plus the Credit Spread plus the Liquidity Premium multiplied by (ii) the Multiplier. A Fixed Rate Flex Private Placement Rate shall have a Rate Change Date that is the first day of the applicable Flex Private Placement Rate Mode Period and a Rate Determination Date that is not more than thirty (30) Business Days prior to the first day of the applicable Flex Private Placement Rate Mode Period as agreed to by the Borrower and the Purchaser.

Notwithstanding the foregoing, if prior to any Rate Change Date, during the Flex Private Placement Rate Mode Period, the Purchaser has determined (which determination shall be conclusive and binding absent manifest error) that: (i) adequate and reasonable means do not exist for ascertaining the LIBOR Rate for such Rate Change Date and that circumstances are unlikely to be temporary; (ii) the supervisor for the administrator of the LIBOR Rate has made a public statement that the administrator of the LIBOR Rate is insolvent (and there is no successor administrator that will continue publication of the LIBOR Rate); (iii) the administrator of the LIBOR Rate has made a public statement identifying a specific date after which the LIBOR Rate will permanently or indefinitely cease to be published by it (and there is no successor administrator that will continue publication of the LIBOR Rate); (iv) the supervisor for the administrator of the LIBOR Rate has made a public statement identifying a specific date after which the LIBOR Rate will permanently or indefinitely cease to be published; or (v) the supervisor for the administrator of the LIBOR Rate or any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, having jurisdiction over the Purchaser has made a public statement identifying a specific date after which the LIBOR Rate shall no longer be used for determining interest rates for loans, then the rate for that Rate Change Date and successive Rate Change Dates will be determined by such alternate method designed to measure interest rates, as selected by the Purchaser, giving due consideration to the then prevailing market convention for determining a rate of interest for bank loans in the United States. In order to account for the relationship of the replacement index to the original Adjusted LIBOR Rate, an additional spread and/or other adjustments may be taken into account in the replacement rate in order to preserve the economic yield of the Purchaser in effect as of, and as contemplated on, the commencement date of such Flex Private Placement Rate Mode Period, giving due consideration to then prevailing market conditions for variable rate bank loans (including the effect of the Credit Spread, Liquidity Premium, and Multiplier). If such alternate rate of interest as so determined would be less than zero, then such rate shall be deemed to be zero. Any successor rate or alternate methodology shall be an interest-based index, variations in the value of which can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in United States dollars.

The Credit Spread applicable during any Flex Private Placement Rate Mode may be modified and the interest rate on the Bonds adjusted accordingly on any Business Day upon the delivery to the Trustee of (i) a written agreement executed by the Borrower and the Purchaser setting forth the new Credit Spread and (ii) an Opinion of Bond Counsel to the effect that the

modification of the Credit Spread and the interest rate on the Bonds will not adversely affect the validity of the Bonds or any exemption from federal income taxation to which the interest on the Bonds would otherwise be entitled.

If an Event of Taxability occurs during a Flex Private Placement Rate Mode, the interest rate on the Bonds shall automatically be adjusted to the interest rate otherwise applicable under the Indenture without the application of the Multiplier. Such change in rate is to be effective, retroactively, as applicable, from the later of (a) the date of the Event of Taxability and (b) the first day of the Flex Private Placement Rate Mode Period then in effect.

Interest on Bank Bonds shall be computed at the Bank Rate.

Notwithstanding the foregoing, the interest rate on the Bonds shall never exceed the applicable Maximum Interest Rate.

Notice to Bondholders. The Trustee agrees to provide (which may be through the Trustee's Agent) to any Bondholder, upon the request of such Bondholder, information regarding the Adjustment Periods, Rate Periods, Interest Payment Dates, optional redemption provisions and interest rate or rates applicable to such Bondholder's Bonds.

Purchase on Demand Date. While any Bond (other than a Borrower Bond or a Bank Bond) bears interest at a Daily Rate or a Weekly Rate, any such Bond or beneficial ownership interest (or portion thereof in an Authorized Denomination) shall be purchased on a Demand Date therefor upon the demand of the owner or beneficial owner, as the case may be, thereof, at a purchase price equal to 100% of the principal amount thereof plus the Yield Maintenance Fee, if applicable, plus accrued interest, if any, to such Demand Date, upon irrevocable written notice (which may be given by telecopy) to the Trustee at its Principal Office, which notice must be received by the Trustee not later than 9:30 a.m., Wisconsin time, in order to be effective on that day and which notice must specify (i) the principal amount and number of such Bond, the name and the address of such owner or beneficial owner and the taxpayer identification number, if any, of such owner or beneficial owner and (ii) the Demand Date on which such Bond is to be purchased. The determination of the Trustee as to whether a notice of demand has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the owner of such Bond. Any such notice of demand received by the Trustee from any Person reasonably believed by the Trustee to be the owner of a Bond may be conclusively relied upon by the Trustee as a true, irrevocable notice of demand with respect to such Bond.

Purchase While Bonds Bear Interest at Flex Private Placement Rate. With respect to the Bonds in the Flex Private Placement Rate Mode commencing on the Closing Date, such Bonds shall be purchased pursuant to the Indenture on December 31, 2013. Unless notice to extend is delivered by the Purchaser as set forth in the Indenture, the Purchaser of the Bonds may not elect to retain their Bonds. If the Bonds continue to bear interest at a Flex Private Placement Rate after the end of the initial Flex Private Placement Rate Mode Period or while any Bonds bear interest at the Flex Private Placement Rate after an Adjustment Date to the Flex Private Placement Rate Mode the Bonds shall be purchased on a Demand Date as provided in the commitment to purchase or

purchase contract delivered pursuant to the Indenture. Bonds shall be purchased on a Demand Date (other than the December 31, 2013 Demand Date or any subsequent Demand Date relating to a new Flex Private Placement Rate Mode established pursuant to Section 202 of the Indenture, for which no such notice is required) therefor upon the demand of the owner of the Bond upon irrevocable written notice (which may be provided by telecopy) provided to the Trustee not later than five (5) days before the Demand Date, and which notice must specify the Demand Date on which such Bond is to be purchased.

Purchase on a Stated Termination Date or Substitution Date. If by the 30th day preceding any Stated Termination Date of the Letter of Credit the Trustee has not received a Commitment for the issuance of a Substitute Letter of Credit in accordance with the terms of the Indenture, all Bonds (other than Excluded Bonds) shall be purchased on the Business Day which is five Business Days prior to the Stated Termination Date of the Letter of Credit pursuant to the Indenture. Not later than the 15th day preceding the Stated Termination Date of the Letter of Credit, if no such Commitment to issue a Substitute Letter of Credit has been delivered, the Trustee shall give Immediate Notice to the owners of the Bonds stating (i) the Stated Termination Date, (ii) that no Substitute Letter of Credit has been received as of the date of such notice and (iii) that the Bonds are required to be tendered for purchase on the Business Day which is five Business Days immediately preceding the Stated Termination Date. In addition, if the Borrower gives notice to the Trustee that a Substitute Letter of Credit will be provided pursuant to the Indenture (other than in connection with a Mode conversion), all Bonds (other than Excluded Bonds) shall be purchased on the Substitution Date pursuant to the Indenture. Not later than the 15th day preceding a Substitution Date (other than in connection with a Mode conversion), the Trustee shall give Immediate Notice to the owners of the Bonds stating (i) the Substitution Date and (ii) that the Bonds are required to be tendered for purchase on the Substitution Date. The owner of a Bond subject to mandatory purchase pursuant to this paragraph may not elect to retain its Bond.

Purchase in the Case of an Event of Default Under the Reimbursement Agreement. If the Trustee receives notice from the Bank that there is an event of default under the Reimbursement Agreement and directing a tender of the Bonds, then the Bonds (other than Excluded Bonds) shall be purchased on the third calendar day following the receipt by the Trustee of such notice from the Bank.

As soon as practicable, but in no event later than the 2nd calendar day following the date on which the Trustee receives the notice from the Bank of the occurrence of an event of default under the Reimbursement Agreement, the Trustee shall give Immediate Notice to the owners of the Bonds and the Remarketing Agent (i) describing the event which has caused the Bonds to be subject to mandatory tender and (ii) the date that the Bonds are required to be tendered for purchase. The owner of Bonds subject to mandatory purchase pursuant to the provisions described under this heading may not elect to retain its Bonds.

Purchase While Bonds Bear Interest at a Commercial Paper Rate or Adjustable Long Rate. While any Bond (other than a Borrower Bond or a Bank Bond) bears interest at a Commercial Paper Rate or an Adjustable Long Rate, such Bond shall be purchased pursuant to the

Indenture on each Rate Change Date for such Bond, other than the Rate Change Date which is the first day of a Commercial Paper Mode or an Adjustable Long Mode, as the case may be, applicable to such Bond. The owner of such Bond may not elect to retain its Bond. Not later than the 15th day next preceding such Rate Change Date for each Rate Period, the Trustee shall give notice by mail to the owners of the Bonds stating (i) the last day of the Rate Period then ending and (ii) that the Bonds are required to be purchased on such Rate Change Date. The foregoing notwithstanding, the failure of the Trustee to give such notice or cause such notice to be given will not affect the requirement of such owners to tender their Bonds for purchase. If sufficient moneys are on deposit with the Trustee on the applicable Rate Change Date to purchase such Bonds at the purchase price therefor, such Bonds shall not after the applicable Rate Change Date bear interest, be protected by the Indenture or be deemed to be Outstanding.

Purchase on any Adjustment Date. On each Adjustment Date with respect to a Bond (other than a Bank Bond or a Borrower Bond), including, without limitation, a proposed Conversion Date, such Bond shall be purchased pursuant to the Indenture, except that a Bond that bears interest at an Adjustable Long Rate or a Commercial Paper Rate which is to be purchased on an Adjustment Date shall be purchased as described above under “Purchase While Bonds Bear Interest at a Commercial Paper Rate or an Adjustable Long Rate”. The owner of such Bond may not elect to retain its Bond. Not later than the 15th day next preceding the Adjustment Date for any Bond bearing a Daily Rate or a Weekly Rate, the Trustee shall give Immediate Notice to the owner of such Bond stating (i) the last day of the Adjustment Period then ending and (ii) that such Bond is required to be purchased on the Adjustment Date.

Payment of Tender Price. Tendered Bonds shall be purchased at the applicable Tender Price therefor from the sources specified in the Indenture, to the registered owner thereof by 2:00 p.m., Wisconsin time, on the purchase date in immediately available funds; provided that the Trustee shall have confirmed that such registered owner has delivered such Tendered Bond (with any necessary endorsements) to the Principal Office of the Trustee no later than 10:00 a.m., Wisconsin time, on such date.

In the event that sufficient moneys are on deposit with the Trustee to pay the applicable purchase price of any Tendered Bond, such Tendered Bond will be deemed to have been purchased whether or not delivered by the owner thereof on the date such Tendered Bond is to be purchased. In the event any such purchased Tendered Bond is not so delivered, the Issuer will execute and the Trustee will authenticate and deliver a replacement Bond of like date, Maturity and denomination as the Tendered Bond and bearing a number not contemporaneously outstanding.

Trustee's Agent. The Trustee may, at all times on or before the Conversion Date, appoint a Trustee's Agent with the power to act, on or prior to such Conversion Date, on the Trustee's behalf and subject to its direction in the authentication and delivery of the Bonds and in connection with registration of transfers and exchanges, tenders, redemptions, notices and purchase thereof and payments thereon, as fully to all intents and purposes as though the Trustee's Agent had been expressly authorized under the Indenture to authenticate, deliver, pay, transfer and exchange

Bonds, receive tender notices, purchase tendered Bonds and make payments on the Bonds. As of the Original Issue Date specified above, no Trustee's Agent has been appointed.

Remarketing Agent. The Borrower shall appoint a Remarketing Agent at such times when the Bonds are in a mode other than Fixed Mode or Flex Private Placement Rate Mode. The Remarketing Agent may be replaced in accordance with the provisions of the Indenture.

Letter of Credit. In the Loan Agreement, the Borrower covenants and agrees to maintain in effect at all times in respect of the Bonds (other than Excluded Bonds) a Letter of Credit meeting the requirements of the Indenture. At the time of original issuance and delivery of the Bonds, the Bonds shall be in the Flex Private Placement Rate Mode and therefore no Letter of Credit is required to be delivered to the Trustee. Any Letter of Credit shall be in an amount to pay the principal of and interest on and Tender Price of the Bonds while in the Daily or Weekly Modes.

The Trustee will, from time to time, at the written request of the Borrower, accept a Letter of Credit or Substitute Letter of Credit to replace the Letter of Credit then in effect if the conditions of the Indenture are met.

Conversion to an Adjustable Long Mode, a Daily Mode, a Commercial Paper Mode or a Weekly Mode. Notwithstanding any provision of the Indenture, all of the Bonds must operate in the same Mode at the same time. The Borrower may designate a subsequent Mode with respect to any Bond during a Daily Mode, a Commercial Paper Mode or an Adjustable Long Mode on any Rate Change Date and during a Weekly Mode or any Flex Private Placement Rate Mode on any Business Day, subject to the limitations set forth in the Indenture.

In the event that the Remarketing Agent does not determine the interest rate applicable to the initial Rate Period during such new Mode (other than with respect to a new Mode which is the Flex Private Placement Rate Mode which determination of interest rate shall be governed by the Indenture) with respect to any Bond or if any relevant opinion required is not delivered or is withdrawn or if the Remarketing Agent shall fail to determine an Adjustable Long Rate on a Rate Determination Date for a Rate Period within an Adjustable Long Mode which is not a scheduled Adjustment Date, the immediately succeeding Adjustment Period with respect to the Bonds in the Adjustment Period or Rate Period then ending shall be a Weekly Mode except as otherwise determined as provided in the Indenture.

Upon receipt of notice from the Borrower of a proposed conversion, the Trustee shall, at least ten days prior to each succeeding Adjustment Date, give immediate Notice to each owner of Bonds thereby affected bearing interest at a Daily Rate, a Weekly Rate or a Flex Private Placement Rate Mode of the mandatory purchase of the affected Bonds on the Adjustment Date.

Designation of Substitute Adjustment Date for Bank Bonds. The Borrower may designate a Substitute Adjustment Date for any Bank Bonds on any Business Day during any Adjustment Period for such Bank Bonds, which Substitute Adjustment Date shall be the next succeeding Adjustment Date for such Bank Bonds for all purposes of the Indenture upon the terms and conditions contained in the Indenture.

Conversion to a Fixed Rate. On any Rate Change Date during a Daily Mode, a Commercial Paper Mode or an Adjustable Long Mode or on any Business Day during a Weekly Mode or a Flex Private Placement Rate Mode, the interest rate to be borne by the Bonds in such Mode shall be converted to a Fixed Rate, and such Bonds so converted shall thereafter bear interest at such Fixed Rate until payment of the principal or redemption price thereof shall have been made or provided for in accordance with the provisions of the Indenture, whether at Maturity, upon redemption or otherwise, upon receipt by the Trustee of a direction from the Borrower. A Fixed Rate shall be determined for each Bond being so converted on the basis of the Maturity for such Bond, taking into consideration any serial Maturity or mandatory redemption schedule for such Bond pursuant to the Indenture.

At least ten days prior to the Conversion Date, the Trustee shall give written notice of such election by the Borrower to the owners of all Bonds to be converted, which notice shall state (i) the Conversion Date and (ii) that such Bonds shall be subject to mandatory purchase on such Conversion Date.

If the conversion of the interest rate on any Bond does not occur for any reason, including in the event that any condition precedent to the conversion shall not occur, such Bonds shall bear interest from and after the proposed Conversion Date as provided in the Indenture.

Effect of Notices. Failure by the Trustee to give any notice, or any defect therein, shall not extend the period for making elections or in any way change the rights of the owners of such Bonds to elect to have their Bonds purchased on any Demand Date. Any notice mailed as provided in the Indenture shall be conclusively presumed to have been given, whether or not the owner of such Bonds receives the notice.

Optional Redemption. Any Bonds operating in a Daily Mode, a Weekly Mode or a Flex Private Placement Rate Mode shall be subject to redemption prior to Maturity at the option of the Issuer upon direction of the Borrower (and while in the Daily Mode or Weekly Mode, with the consent of the Bank), if the Borrower elects to prepay the Note, from money on deposit in the Redemption Fund, in whole or in part (and if in part in an Authorized Denomination) on any Business Day during such Daily Mode, Weekly Mode or a Flex Private Placement Rate Mode, at a redemption price equal to 100% of the principal amount thereof plus accrued interest, if any, to the redemption date. A Yield Maintenance Fee (as defined in the Indenture) may also be required when the Bonds bear interest at the Fixed Rate Flex Private Placement Rate, all as provided in the Indenture. Any Bond operating in an Adjustable Long Mode shall be subject to redemption prior to Maturity during each Rate Period therein at the option of the Issuer upon direction of the Borrower, if the Borrower elects to prepay the Note, from money on deposit in the Redemption Fund, in whole or in part (and if in part in an Authorized Denomination) on any Business Day after the No-Call Period, at the redemption price of 100% of the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption as set forth in the Notice of Rate Period attached to such Bond. Any Bond bearing interest at a Fixed Rate shall be subject to redemption prior to Maturity at the option of the Issuer upon direction of the Borrower, out of amounts prepaid on the Note and deposited in the Redemption Fund, in whole or in part (and if in

part in an Authorized Denomination) on any Business Day after the No-Call Period, at the redemption price of 100% or the principal amount of Bonds called for redemption plus accrued interest to the date fixed for redemption as set forth in such Bond. Any Bond bearing interest at a Commercial Paper Rate or an Adjustable Long Rate shall be subject to optional redemption prior to Maturity at the option of the Issuer upon direction of the Borrower, if the Borrower elects to prepay the Note, from moneys on deposit in the Redemption Fund, in whole or in part (and if in part in an Authorized Denomination) on any Rate Change Date therefor, at a redemption price equal to 100% of the principal amount thereof. Any Bond shall be subject to optional redemption in whole or in part on any Business Day upon the exercise by the Borrower with the written consent of the Bank, if any, or if the Purchaser then owns 100% of the Outstanding Bonds the written consent of the Initial Purchaser, of its option to prepay the Note from insurance or condemnation proceeds or upon the occurrence of certain other events as provided in Section 6.1(b) of the Loan Agreement, at a redemption price equal to 100% of the principal amount of such Bond called for redemption plus accrued interest, if any, to the redemption date.

Redemption of Bonds While in the Flex Private Placement Rate Mode. When the Bonds are in the Flex Private Placement Rate Mode, they shall be subject to mandatory redemption on the dates and in the amounts, if any, set forth in the Reimbursement Agreement. The redemption price shall be 100% of the principal amount of Bonds so redeemed, plus accrued interest to the redemption date, and without premium. The Trustee does not need to give notice of a call for redemption to the Bondholders for a redemption pursuant to this paragraph. It is understood and agreed that notwithstanding any mandatory redemption provisions contained in this paragraph while the Bonds are in a Flex Private Placement Rate Mode, if the Bonds are in any other Mode, the Bonds shall mature on the Maturity, subject to Section 510(c)(v) of the Indenture relating to the establishment of scheduled maturities of the Bonds in connection with the conversion of the Bonds to a Fixed Rate.

Purchase in Lieu of Redemption. Any Bond subject to optional redemption pursuant to the immediately preceding paragraph may, in lieu of such optional redemption, be required by the Borrower to be tendered for mandatory purchase on any date on which such Bond may be so optionally redeemed at a purchase price equal to the then applicable optional redemption price therefor (including the Yield Maintenance Fee, if applicable) and upon the same notice as that required for optional redemption; provided that during the Flex Private Placement Rate Mode, Bonds may only be required to be tendered for purchase in lieu of redemption in whole and not in part. The purchase of the Bonds will be mandatory and enforceable against the registered owners of the Bonds. On the date fixed for purchase pursuant to any exercise of such option, the Borrower is required to pay the purchase price of the Bonds then being purchased to the Trustee in immediately available funds and the Trustee will pay the same to the registered owners of the Bonds against delivery thereof. Following such purchase, the Trustee will cause such Bonds to be registered in the name of the Borrower or its nominee and shall deliver them to the Borrower or its nominee. In the case of the purchase of less than all of the Bonds, the particular Bonds to be purchased will be selected in accordance with the provisions of Section 512 of the Indenture as though such purchase was a redemption. No purchase of the Bonds as described above will operate to extinguish the indebtedness of the Issuer evidenced thereby.

Special Optional Redemptions. Any Bonds which are Bank Bonds or Borrower Bonds shall be subject to redemption in whole or in part (in an Authorized Denomination) prior to Maturity at the option of the Issuer upon direction of the Borrower out of amounts prepaid on the Note and deposited in the Redemption Fund, in whole or in part (and if in part in an Authorized Denomination) on any Business Day while such Bonds are Bank Bonds or Borrower Bonds at a redemption price equal to 100% of the principal amount thereof plus accrued interest, if any, to the redemption date.

Mandatory Bond Sinking Fund Redemption. The Bonds while in the Flex Private Placement Rate Mode are not subject to mandatory bond sinking fund redemption except for the mandatory redemptions described above. Upon conversion of the Bonds, the Bonds shall be subject to mandatory bond sinking fund redemption as provided in the Indenture.

Redemption of Bank Bonds. All Bank Bonds outstanding shall be redeemed or purchased from the Bank (i) on the conversion of the interest rate borne by the Bonds to a Long Mode or a Flex Private Placement Rate Mode or (ii) on the delivery of a Substitute Letter of Credit.

General Provisions Regarding Redemptions. No redemption, other than mandatory redemption, of less than all of the Bonds outstanding shall be made unless if the aggregate principal amount of Bonds to be redeemed is an Authorized Denomination equal to at least \$1,000. Prior to the conversion of the Bonds to a Fixed Rate, the Remarketing Agent shall deliver to the Trustee, the Issuer and the Borrower a certificate which includes (i) a schedule specifying the principal amount of converted Bonds which will mature on January 1 of the years specified in such schedule and the interest rate payable on the converted Bonds of each such Maturity and (ii) a schedule specifying the principal amount of converted Bonds maturing January 1 of the years specified in such schedule to be called for mandatory bond sinking fund redemption on January 1 of the years specified in such schedule. In determining the principal maturities and mandatory bond sinking fund redemption payments for converted Bonds, the Remarketing Agent shall use the following guidelines:

(a) the Remarketing Agent shall determine the schedule of principal payments on the converted Bonds to achieve annual level debt service with respect to the converted Bonds. In making such schedule, the Remarketing Agent shall, to the extent necessary, alternately round down and up to the nearest \$5,000 the amount allocable to the Bonds which are being converted;

(b) the Remarketing Agent shall allocate the converted Bonds between serial bonds and term bonds in such manner as shall produce the lowest aggregate interest payable with respect to the converted Bonds and

(c) the Remarketing Agent shall take into consideration the interest rate on each converted Bond of a particular Maturity which the Remarketing Agent estimates will be the lowest interest rate that will enable such Bond upon conversion to be remarketed at par (plus any accrued interest) taking into account the Maturity of such Bond and the bond

sinking fund payments, if any, to be made with respect to converted Bonds of such Maturity.

The foregoing notwithstanding, the Issuer may agree to another method for providing for payment of principal on the Bonds after the Conversion Date if there is delivered to the Trustee and the Issuer by the Borrower an Opinion of Bond Counsel to the effect that utilization of such other method will not adversely affect the validity or enforceability in accordance with their terms of any Bonds or any exclusion from gross income for federal income tax purposes to which interest on the Bonds would otherwise be entitled.

Notice of Redemption or Purchase. Except as hereinafter provided and as provided in the Indenture, a copy of the notice of the call for any redemption or purchase in lieu of redemption identifying the Bonds to be redeemed or purchased shall be given by the Trustee by first class mail, postage prepaid, (i) with respect to Bonds bearing interest at a Short Rate, not less than 15 days and not more than 30 days prior to the date fixed for redemption or purchase, (ii) with respect to Bonds bearing interest at a Flex Private Placement Rate, not less than two days and not more than fifteen days prior to the date fixed for redemption or purchase, provided, however, that with respect to Bonds bearing interest at the Flex Private Placement Rate during the Initial Flex Private Placement Rate Mode, no notice of optional redemption is required to be given to the Bondholder by the Trustee provided that such redemption is in accordance with an optional redemption notice executed by the Borrower and consented to by the Purchaser is delivered to the Trustee, and, (iii) with respect to Bonds bearing interest at an Adjustable Long Rate for a Rate Period in excess of 366 days or a Fixed Rate, not less than 30 nor more than 60 days prior to the date fixed for redemption or purchase, to the registered owners of Bonds to be redeemed or purchased at their addresses as shown on the Bond Register. Such notice shall specify the redemption or purchase date, the redemption or purchase price, the place and manner of payment and that from the redemption or purchase date interest will cease to accrue on the Bonds which are the subject of such notice and shall include such other information as the Trustee shall deem appropriate or necessary at the time such notice is given to comply with any applicable law, regulation or industry standard. Except for mandatory redemptions, prior to the date that the redemption or purchase is first given as aforesaid, (A) funds shall be placed with the Trustee to pay the principal of, premium, if any, and interest on such Bonds thereon to the redemption or purchase date unless the notice states that the proposed redemption or purchase is conditional and no Event of Default under the Indenture will result from the failure to have money available to pay the redemption or purchase price on the redemption or purchase date or (B) if the Bonds are secured by a Letter of Credit, the Trustee has received the written consent of the Bank to such redemption.

Failure to give notice in the manner prescribed in the Indenture with respect to any Bond, or any defect in such notice, shall not affect the validity of the proceedings for redemption or purchase for any Bond with respect to which notice was properly given. Upon the happening of the above conditions and if sufficient moneys are on deposit with the Trustee on the applicable redemption or purchase date to redeem or purchase the Bonds to be redeemed or purchase and to pay interest due thereon and premium, if any, the Bonds thus called shall not bear interest after the

applicable redemption or purchase date, be protected by the Indenture or be deemed to be outstanding under the provisions of the Indenture.

Selection of Bonds to be Redeemed. If less than all the Bonds shall be called for redemption under any provision of the Indenture permitting such partial redemption, the particular Bonds or portions thereof to be redeemed shall be selected by the Borrower, and absent written direction selected by the Trustee, in the principal amount designated to the Trustee by the Borrower or otherwise as required by the Indenture; provided, however, that (i) notwithstanding any provision in any Bond or the Indenture to the contrary, the Bank Bonds shall be redeemed first; (ii) in the case of the redemption of less than all Bonds which bear interest at the same rates for the same Rate Periods, such redemption shall be by lot in such manner as the Trustee may determine among such Bonds; (iii) in the case of the mandatory bond sinking fund redemption of Bonds which have been assigned to a particular term Maturity pursuant to the Indenture, such Bonds shall be redeemed by lot in such manner as the Trustee shall determine on the designated dates; and (iv) subject to other applicable provisions of the Indenture, the portion of any Bond to be redeemed shall be in a principal amount equal to an Authorized Denomination. In selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination. If it is determined that one or more, but not all, of the integral multiples of the Authorized Denomination of principal amount represented by any Bond is to be called for redemption, then, upon notice of intention to redeem such integral multiple of an Authorized Denomination, the owner of such Bond shall forthwith surrender such Bond to the Trustee for (a) payment to such owner of the redemption price of the integral multiple of the Authorized Denomination of principal amount called for redemption and (b) delivery to such owner of a new Bond or Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond.

This Bond and such other Bonds of the series of which it forms a part, and the interest and premium, if any, payable hereon and thereon, are limited obligations of the Issuer as set forth above and are payable solely from (a) amounts drawn under the Letter of Credit, if any, (b) payments or prepayments to be made on the Note, (c) amounts payable under the Loan Agreement (other than Unassigned Rights), (d) amounts on deposit in the funds created under the Indenture to the extent provided in the Indenture and (e) income from the temporary investment of any of the foregoing.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the Principal Office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture and upon surrender of this Bond. Upon such transfer a new Bond or Bonds of like date and tenor in Authorized Denominations of the same Maturity for the aggregate principal amount which the transferee or transferees are entitled to receive will be issued to the transferee or transferees in exchange therefor as provided in the Indenture. The Issuer, the Trustee, the Remarketing Agent, the Borrower, the Bank and any paying agent may treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, and interest due hereon and for all other purposes, and shall not be affected by any notice to the

contrary. Subsequent to the Conversion Date for any Bond, the Trustee shall not be required to transfer or exchange such Bond during the period commencing on the Record Date next preceding any Interest Payment Date of such Bond and ending on such Interest Payment Date nor to transfer or exchange such Bond after the mailing of notice calling such Bond for redemption has been made as herein provided, nor during the period of 15 days next preceding the giving of such notice of redemption. Prior to the Conversion Date, the Trustee shall not be required to exchange or register the transfer of such Bond selected, called or being called for redemption in whole or in part or after the mailing of notice calling such Bond for redemption has been made as provided in the Indenture, except that the Issuer and the Trustee shall be required to issue or register the transfer of Tendered Bonds after such date of mailing of notice of redemption.

Provision for payment of all or any portion of the Bonds may be made and the Indenture may be discharged prior to payment of the Bonds in the manner provided in the Indenture. However, no such refunding or defeasance of the Indenture is permitted if under any circumstances such refunding would result in the loss of any exemption for purposes of federal income taxation to which the interest on such Bonds would otherwise be entitled. Prior to the advance refunding of any of the Bonds outstanding under the Indenture (other than Excluded Bonds), the Borrower shall provide to the Rating Agency an opinion of nationally recognized bankruptcy counsel experienced in bankruptcy matters and acceptable to the Trustee and the Rating Agency (which opinion may assume that no Bondholders are “*insiders*” within the meaning of Title XI of the United States Code) to the effect that the payment of the Bonds after the advance refunding of such Bonds would not be avoidable as preferential payments recoverable under the United States Bankruptcy Code should the Issuer or the Borrower become a debtor in a proceeding commenced thereunder. A Bond not bearing interest at a Fixed Rate may be advance refunded only if (a)(i) such Bond matures or is called for redemption prior to the next date upon which such Bond is subject to optional or mandatory purchase or (ii) the Trustee receives evidence from independent certified public accountants satisfactory to the Trustee that the moneys on deposit in the escrow established to advance refund such Bonds are in an amount sufficient to pay any portion of the Bonds which may be Tendered Bonds during the period prior to payment in full of principal, premium, if any, and interest payable on such Bonds, in which case the Tendered Bonds purchased with moneys in the escrow will be canceled, or (iii) a Letter of Credit remains in effect through the last day any such Bond matures or is to be redeemed, and (b) the Borrower waives, to the satisfaction of the Trustee, its right to convert the method for determining the interest rate borne by such Bond pursuant to the Indenture.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal amount of all Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated Maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

The Issuer hereby certifies that all conditions, acts and things required to exist, happen and be performed under the Act and under the Indenture precedent to and in the issuance of this Bond exist, have happened and have been performed, and that the issuance, authentication and delivery of this Bond have been duly authorized by resolution of the Issuer duly adopted.

This Bond and all other Bonds of the issue of which it forms a part are issued under and pursuant to the Act, and pursuant to a resolution adopted by the Issuer. This Bond and the issue of which it forms a part are limited obligations of the Issuer, but are payable solely from amounts drawn under the Letter of Credit, if any, Bond proceeds, revenues and other amounts derived under the Loan Agreement, and the funds and accounts held under and pursuant to the Indenture and pledged therefor. The Bonds, the interest thereon and any other payments or costs incident thereto do not constitute an indebtedness of the Issuer, the State or any political subdivision thereof within the meaning of any constitutional or statutory provisions or a pledge of the faith and credit of the Issuer. The Bonds and the interest payable thereon do not give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing power of the Issuer, the State of Wisconsin or any political subdivision thereof for the payment of the Bonds or the interest thereon or other payments or costs incident thereto.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

[Signature Page Follows]

IN WITNESS WHEREOF, as provided by the Act, the City of Pewaukee, Wisconsin has caused this Bond to be executed in its name and on its behalf by the signature of its Mayor and by the signature of its City Clerk and its seal to be hereunto affixed, all as of the dated date specified above.

CITY OF PEWAUKEE, WISCONSIN

By: _____
Mayor

[SEAL]

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Indenture.

Authentication Date: _____, 2019.

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION,
as Trustee**

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

--

(Please Print or Type Name and Address of Assignee)

the within-mentioned Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Trustee, which requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or change whatsoever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of such person’s authority to act must accompany this Bond.

FORM OF NOTICE OF RATE PERIOD

Notice of Rate Period
Re: City of Pewaukee, Wisconsin
Industrial Development Revenue Bonds, Series 2011
(Harken Project)

Bond Number: R-2

Authentication Date: _____, 2019

Registered Owner: JPMorgan Chase Bank, N.A.

Rate Change Date on which Current Rate Period Commences: May 1, 2019

Next Rate Change Date: May 1, 2024

Next Rate Determination Date: Two business days prior to the Rate Change Date

Applicable Interest Rate during Current Rate Period: Variable Rate Flex Private Placement Rate

Applicable Optional Redemption Provisions during Current Rate Period: Set forth in Section 510(a) in the Indenture.

(if Adjustable Long Mode or Flex Private Placement Rate Mode);

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION,**

By: _____
Authorized Signatory

FIRST SUPPLEMENTAL TRUST INDENTURE

Dated as of May ___, 2019

Supplementing the Trust Indenture
Dated as of December 1, 2011

From

CITY OF PEWAUKEE, WISCONSIN,
as Issuer

To

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

Relating To:

CITY OF PEWAUKEE, WISCONSIN
INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 2011
(HARKEN PROJECT)

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE, dated as of May __, 2019 (the “**First Supplemental Indenture**”), between the CITY OF PEWAUKEE, WISCONSIN, a municipal corporation and political subdivision of the State of Wisconsin (the “**Issuer**”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized, existing and authorized to accept and execute trusts by virtue of the laws of the United States with a corporate trust office located in Milwaukee, Wisconsin, as trustee (the “**Trustee**”), is a supplemental indenture to amend the Trust Indenture, dated as of December 1, 2011, between the Issuer and the Trustee (the “**Indenture**”). *Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.*

RECITALS:

WHEREAS, the Issuer and the Trustee have heretofore executed and delivered the Indenture, pursuant to which the Issuer issued its up to \$9,987,500 City of Pewaukee, Wisconsin Industrial Development Revenue Bonds, Series 2011 (Harken Project) (the “**Bonds**”), which are currently outstanding in the principal amount of \$6,741,530 and owned by JPMorgan Chase Bank, N.A. (the “**Bank**”); and

WHEREAS, pursuant to a Loan Agreement dated as of December 1, 2011 (the “**Loan Agreement**”), the Issuer loaned the proceeds of the Bonds to Harken Real Estate LLC, a Wisconsin limited liability company (the “**Borrower**”), and the Borrower agreed to provide the Issuer with funds sufficient to pay the principal of and interest on the Bonds from time to time outstanding; and

WHEREAS, the Indenture provides for the calculation of LIBOR-based interest while the Bonds are in a Flex Private Placement Rate Mode Period; and

WHEREAS, the Borrower has now requested an amendment to the Indenture to reflect the current practices of the Bank relating to the calculation of LIBOR-based interest in the event LIBOR is no longer available; and

WHEREAS, prior to the effectiveness of this First Supplemental Indenture, the Trustee shall have received the written consent of the Borrower and the Bank in its capacity as owner of 100% of the principal amount of the Bonds;

NOW, THEREFORE, in consideration of the Recitals set forth above and incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Issuer and the Trustee hereby agree as follows:

Section 1. Amendment to Indenture.

Section 202(a) of the Indenture is hereby amended to insert the following paragraph immediately following the definition of “Fixed Rate Flex Private Placement Rate” in said Section 202(a):

Notwithstanding the foregoing, if prior to any Rate Change Date, during the Flex Private Placement Rate Mode Period, the Purchaser has determined (which determination shall be conclusive and binding absent manifest error) that: (i) adequate and reasonable means do not exist for ascertaining the LIBOR Rate for such Rate Change Date and that circumstances are unlikely to be temporary; (ii) the supervisor for the administrator of the LIBOR Rate has made a public statement that the administrator of the LIBOR Rate is insolvent (and there is no successor administrator that will continue publication of the LIBOR Rate); (iii) the administrator of the LIBOR Rate has made a public statement identifying a specific date after which the LIBOR Rate will permanently or indefinitely cease to be published by it (and there is no successor administrator that will continue publication of the LIBOR Rate); (iv) the supervisor for the administrator of the LIBOR Rate has made a public statement identifying a specific date after which the LIBOR Rate will permanently or indefinitely cease to be published; or (v) the supervisor for the administrator of the LIBOR Rate or any federal, state, municipal, or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, having jurisdiction over the Purchaser has made a public statement identifying a specific date after which the LIBOR Rate shall no longer be used for determining interest rates for loans, then the rate for that Rate Change Date and successive Rate Change Dates will be determined by such alternate method designed to measure interest rates, as selected by the Purchaser, giving due consideration to the then prevailing market convention for determining a rate of interest for bank loans in the United States. In order to account for the relationship of the replacement index to the original Adjusted LIBOR Rate, an additional spread and/or other adjustments may be taken into account in the replacement rate in order to preserve the economic yield of the Purchaser in effect as of, and as contemplated on, the commencement date of such Flex Private Placement Rate Mode Period, giving due consideration to then prevailing market conditions for variable rate bank loans (including the effect of the Credit Spread, Liquidity Premium, and Multiplier). If such alternate rate of interest as so determined would be less than zero, then such rate shall be deemed to be zero. Any successor rate or alternate methodology shall be an interest-based index, variations in the value of which can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in United States dollars; *provided, however*, that if an Opinion of Bond Counsel is not delivered to the Trustee to the effect that no Event of Taxability has occurred with respect to the establishment of such successor rate or alternate methodology, then the interest rate on the Bonds shall automatically be adjusted to the interest rate otherwise applicable hereunder without the application of the Multiplier. Such change in rate is to be effective, retroactively, as applicable, to the later of (a) the effective date of such successor rate or alternate methodology and (b) the first day of the Flex Private Placement Rate Mode Period then in effect.

Section 2. Exhibit to Indenture.

Exhibit A to the Indenture (Form of Bond) is hereby amended to insert the foregoing paragraph in the section of the Bond form entitled Flex Private Placement Rate immediately following the definition in that section for “Fixed Rate Flex Private Placement Rate”.

Section 3. Effectiveness; Ratification of Indenture; Definitions Applicable.

The amendments to the Indenture contained herein shall be effective as of the date hereof. Except as expressly provided in this First Supplemental Indenture, the provisions of the Indenture shall remain in full force and effect.

Section 4. Counterparts.

This First Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Issuer has caused this First Supplemental Indenture to be executed in its name and on its behalf by its Mayor and its Clerk thereunto duly authorized and its seal, if any, to be hereunto affixed, and the Trustee has caused this First Supplemental Indenture to be executed in its name and behalf by its duly authorized officer, all as the date first referenced above.

CITY OF PEWAUKEE, WISCONSIN

[SEAL]

By _____
Mayor

And _____
Clerk

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as trustee

By _____
Its _____

BONDHOLDER CONSENT TO
FIRST SUPPLEMENTAL TRUST INDENTURE

The undersigned, as the Original Purchaser and the sole Bondholder of the Outstanding Bonds, hereby consents to the execution of the foregoing First Supplemental Trust Indenture and to the amendments effected thereby.

JPMORGAN CHASE BANK, N.A.

By _____
Title: _____

[Consent to First Supplemental Trust Indenture]

**BORROWER CONSENT TO
FIRST SUPPLEMENTAL TRUST INDENTURE**

The undersigned, for and on behalf of the Borrower, pursuant to Section 1004 of the Indenture, hereby consents to the to the execution of the foregoing First Supplemental Trust Indenture and to the amendments effected thereby, and waives any notice therefor as required under the Indenture.

HARKEN REAL ESTATE LLC, as Borrower

By: HARKEN, INCORPORATED
Its: Manager

By: _____
Name: _____
Title: _____

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 18.**

DATE: May 6, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Upgrade Office Furniture for Multiple Departments in the Amount of \$5,113.12 and Taking the Funds Out of Contingency [Klein]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Invoice



Invoice

BILL TO

Kelly Waldanski
City of Pewaukee
262-691-7275

INVOICE # 7113

DATE 03/06/2019

DUE DATE 03/06/2019

TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
<i>HR</i> New Furniture 66x30 Desk PL102Honey	1	221.00	221.00T
<i>HR</i> New Furniture 42" Return PL196 Honey	1	153.00	153.00T
<i>HR</i> New Furniture Hutch PL144PH with 2 glass sliding doors PL144OH	1	254.00	254.00T
<i>HR</i> New Furniture BBF Pedestal PL166	1	262.00	262.00T
<i>HR</i> New Furniture FF Pedestal PL175	1	262.00	262.00T
<i>HR</i> New Furniture Top of Pedestal PL166T	1	32.00	32.00T
<i>PL</i> New Furniture Hi/Lo Desk	1	595.00	595.00T
<i>PL</i> New Furniture Cherry Surface 72x30	1	100.00	100.00T
<i>HR</i> New Furniture Smarti Chair	2	197.00	394.00T
<i>HR</i> Delivery	1	90.00	90.00T
<i>HR</i> New Furniture Wardrobe Cabinets Honey	3	834.00	2,502.00T

We appreciate your business!

Payment Terms: OFW requires a 50% deposit due at time of PO.
The remaining balance is due upon final installation.

NOTE: NEW ADDRESS

SUBTOTAL
TAX (5.1%)
TOTAL
BALANCE DUE

4,865.00

248.12

5,113.12

\$5,113.12

*Breakdown
next page*

100-516000-2410

*refunded 4-11-19
(see copy attached,
on next cc bill)*

Office Furniture Warehouse
416 Bluemound Road
Waukesha WI 53188
(262) 691-8838
www.ofwgo.com

Please note There is a credit card convenience fee applied to each credit card transaction over \$500. (3% for AMEX, 2% for all other major cards).

Furniture Breakdown

Human Resources: \$³¹³⁹~~2305~~.00 (delivery inc. here)

Parks + Recreation: \$197.00

Planner: \$695.00

Assessor: \$834.00

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 19.**

DATE: May 6, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Appoint a Common Council President [Mayor Bierce]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 20.**

DATE: May 6, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding the Appointments to Various Boards, Commissions and Committees
[Mayor Bierce]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Appointments Needed

PLAN COMMISSION	Original Appointment	Current Term	
		From	To
Karen Salituro	4/2/2018	4/2/2018	5/1/2019
Sullivan, Sean (Engineer)	9/4/2007	5/15/2017	5/1/2018
Janka, Ted	5/1/2003	5/4/2015	5/1/2018
Linsmeier, Dave (Park & Recreation Board)	4/3/2006	8/6/2018	5/1/2019
Wunder, Christine	7/1/2004	5/15/2017	5/1/2020
Bierce, Steve - Mayor	6/6/2016	4/17/2017	Indefinitely
Bergman, Brandon - Alderman	5/17/2017	5/17/2017	Indefinitely

According to Section 1.03(2) of the Pewaukee Municipal Code the membership should be as follows: consisting of (7) members; the mayor (presiding officer), (1) Alderman, (1) representative from the Joint Park & Recreation Board (selected by the Park & Recreation Board) and (4) citizen members with experience and qualifications related to planning matters (1) of which needs to be a full-time City Engineer. (3) of the citizen members are to serve an alternating 3-year term. *The 4th citizen engineer member, the alderman and Joint Park & Recreation Board representative shall be appointed annually in April.* Citizen members are compensated.

ZONING BOARD OF APPEALS	Original Appointment	Current Term	
		From	To
Marlin, Katie - Chairperson (appointed 1/7/2019)	7/18/2016	8/6/2018	5/1/2021
Thomas Matt	5/7/2012	5/21/2018	5/1/2021
Heise, Mike	10/7/2002	5/2/2016	5/1/2019
Welcenbach, Robert	6/1/2015	5/15/2017	5/1/2020
Tuttle, Debra	8/6/2018	8/6/2018	5/1/2019
Tredwell, Jim - Alternate	2/15/2016	2/15/2016	5/1/2019
VACANCY - Alternate			5/1/2022

It consists of (5) regular members. Their terms shall be for a staggered three (3) year period. The Mayor shall appoint the Chairperson. There shall also be (2) alternates for staggered three (3) year term. *The Mayor shall annually designate as 1st and 2nd Alternate.* The 1st alternate will fill any vacancy and complete the regular appointee's term and the 2nd alternate will fill the 1st alternate's term, leaving the 2nd alternate position need to be filled. On 1/2/2007 Ordinance 06-24 was passed revising the membership.

BOARD OF REVIEW	Original Appointment	Current Term	
		From	To
Smiley, Laura	7/15/2013	5/21/2018	5/1/2020
Jaschke, Jim	5/2/2011	8/6/2018	5/1/2020
Robinson, Gwenn	5/2/2011	5/15/2017	5/1/2019
Lorier, Bob	4/18/2016	5/15/2017	5/1/2019
Figurski, Joshua	8/6/2018	8/6/2018	5/1/2019
VACANCY - Alternate			5/1/2021
VACANCY - Alternate			5/1/2020

An all citizen Board of Review was established by Ordinance #06-02 on 02/06/2006. It requires seven (7) citizen members to serve alternating two (2) year terms. Current compensation is \$20 per meeting per action of the Common Council on 8/18/2003. On August 17th, 2009 Ordinance 09-13 was created, recreating section 1.08(1) of the municipal code. The Board now consists of five (5) members and two (2) alternates.

FIRE COMMISSION	Original Appointment	Current Term	
		From	To
Bertoni, Angelo	4/19/2004	8/6/2018	5/1/2023
Goff, Bob	7/18/2011	6/1/2015	5/1/2020
Novack, Kathleen	9/15/2014	9/15/2014	5/1/2019
Millard, Mark	4/19/2004	5/2/2016	5/1/2021
Elaine Kroening	11/5/2014	5/15/2017	5/1/2022

The Fire Commission was originally part of the Police & Fire Commission that was created by Ordinance 04-10 on 4/19/2004. With the anticipated disbanding of the Police Department on 1/1/2010 ordinance 9.21 was created and passed on 12/21/2009. The membership remains as a five (5) citizen members; each to serve an alternating 5 - year term. Compensation is \$20 per meeting.

PUBLIC WORKS COMMITTEE	Original Appointment	Current Term	
		From	To
Swan, David	8/4/2008	5/15/2017	5/1/2020
Tormey, Jeff	10/5/2015	5/2/2016	5/1/2019
Pievach, Michael	10/19/2009	5/18/2015	5/1/2018
Bierce, Steve - Mayor	4/17/2017	4/17/2017	Indefinitely
Wamser, Jerry - Alderman	5/7/2012	6/6/2016	Indefinitely

This Committee was created by Ordinance 99-10 on 4/20/1999. It is to consist of five (5) members; the Mayor, one (1) Common Council member and three (3) citizen members. *The appointments shall be made at the first regular meeting of a newly elected Council* (except for the Mayor's position). No mention of compensation was noted.

JOINT LIBRARY BOARD	Original Appointment	Current Term	
		From	To
Noll, Dale	5/2/2016	5/21/2018	5/1/2021
Muchowski, Laura (nominated by Pewaukee School District)	2/21/2005	5/15/2017	5/1/2020
Wildman, Karen	7/15/2013	5/2/2016	5/1/2019
Kara, Jeff - Alderman	6/6/2016	6/6/2016	Indefinitely
Village Resident			
Village Resident			
Village Trustee			

This Board was created by Ordinance 05-4 on 1/17/2005. The Board consists of (3) members appointed by the Village Board and (3) members appointed by the City Common Council. No more than (1) member from each municipality shall be an elected official. (1) additional member shall be a City of Pewaukee resident and shall be nominated by the Superintendent of the Pewaukee School District and appointed by the Common Council. Members shall serve a staggering 3-year term.

JOINT PARK & RECREATION BOARD	Original Appointment	Current Term	
		From	To
Majeskie, Gary	2/19/2018	2/19/2018	1/1/2019
Kaatz, Del	1/20/2003	5/15/2017	1/1/2020
Linsmeier, Dave	4/3/2006	8/6/2018	1/1/2021
Dziwulski, Brian - Alderman	7/17/2017	7/17/2017	Indefinitely
Village Resident			
Village Resident			
Village Trustee			

This Board was created by Ordinance 96-19 on 11/4/1996. The Board consists of (7) voting members and (2) non-voting ex-officio members. The breakdown of members is as follows: (1) Village Trustee, (2) Village citizens, (1) City Alderman, and (3) City residents. In addition the Administrators from the Village and City may attend meetings and take part in discussions. The terms are 3-years with appointments in January. Although no compensation was listed in the ordinance, citizen members are being paid \$20 for each meeting they attend.

ETHICS BOARD	Original Appointment	Current Term	
		From	To
Farley, Tom	2/7/2008	5/15/2017	4/30/2020
Farrow, Margaret	2/7/2008	5/2/2016	4/30/2019
VACANCY			4/30/2021
VACANCY - Alternate			4/30/2021

The Ethics Board was established by Ordinance 06-16 on 9/5/2006. It consists of (3) regular citizen members and (1) alternate. Once established there will be alternating 3-year terms. There is no compensation for this position

TOURISM COMMISSION	Original Appointment	Current Term	
		From	To
Bierce, Steve - Mayor	1/1/2017	1/1/2017	Indefinitely
Wamser, Jerry - Alderman	9/19/2017	9/19/2017	9/19/2018
Brown, Colleen - Alderman	9/19/2017	9/19/2017	9/19/2018
Grosch, Ray - Alderman	9/19/2017	9/19/2017	9/19/2018
Doresey, Frank - Hotel Representative	10/15/18	10/15/2018	9/19/2019

Created by Ordinance 16-22 on September 19, 2016. It is to consist of the Mayor and (3) Alderman and (1) member who shall represent the Wisconsin hotel & motel industry. **Commissioners shall serve for a one-year term**. Among the members they shall elect a chairperson, vice-chairperson and secretary.

FINANCE COMMITTEE	Original Appointment	Current Term	
		From	To
Bergman, Brandon - Alderman	5/4/2015	6/6/2016	Indefinitely
Brown, Colleen - Alderman	5/6/2013	6/6/2016	Indefinitely
Noyes, Jason	6/1/2015	6/1/2015	Indefinitely
Klein, Scott - Administrator	1/1/2017	1/1/2017	Indefinitely

Created by Ordinance 09-02 on January 19th, 2009. The Committee shall consist of the following: Two (2) Common Council Members & the City Administrator. The appointments are to be made by the first regular meeting of the newly elected Council. The Mayor shall designate the chairman and secretary of the committee. On November 16th, 2009 it was revised by Ordinance 09-18 to add one (1) resident preferably with a financial background and Administrator as staff representative.

HUMAN RESOURCE COMMITTEE	Original Appointment	Current Term	
		From	To
Kara, Jeff - Alderman	6/1/2015	6/6/2016	Indefinitely
Grosch, Ray - Alderman	6/6/2016	6/6/2016	Indefinitely
Bergersen, Lisa - Human Resource Director	1/19/2009	1/19/2009	Indefinitely

Created by Ordinance 09-02 on January 19th, 2009. The Committee shall consist of the following: Two (2) Common Council Members & the Human Resource Director. The appointments are to be made at the first regular meeting of the newly elected Council. The Mayor shall designate the chairman and secretary of the committee. Revised on November 16th, 2009 by Ordinance 09-18 to name the HR Director as staff representative.

PEWAUKEE LAKE PATROL ADVISORY COMMITTEE	Original Appointment	Current Term	
		From	To
Heier, Timothy - Police Chief	5/1/2019		
Twelmeyer, Lucas - Sergeant			
Heyrman, Greg Sergeant			
Kara, Jeff - Alderman	7/17/2017	7/17/2017	Indefinitely
Van Horn, Pete - Town of Delafield - Supervisor			
Hill, Ed - Village of Pewaukee - Trustee			
Koepp, Thomas - Lake Pewaukee Sanitary District	5/2/2011	5/2/2011	Indefinitely

Created upon discussion at the Common Council meeting on 2/2/2009. A termination needs to be made on the make-up of committee members and the purpose of the group. Town of Delafield has different opinion on the appointment of Thomas Koepp and doesn't believe he belongs on the committee. Whereas we wanted someone from the LPSD to serve on the committee for times when the water levels were too high to help determine safety.

BIKE & PEDESTRIAN PATH PLANNING COMMITTEE	Original Appointment	Current Term	
		From	To
Grosch, Ray - Alderman	3/6/2017	3/6/2017	Indefinitely
Blackwood, Jim	9/19/2016	9/19/2016	Indefinitely
Pascucci, Greg	8/6/2018	8/6/2018	Indefinitely
Ford, Ross	9/19/2016	9/19/2016	Indefinitely
Vitale, John	9/19/2016	9/19/2016	Indefinitely

After safety concerns were voiced from several area parents. The Committee was created at the Common Council meeting dated August 15, 2016. Alderman Bierce volunteered to head the committee.

ALCOHOL COMMITTEE	Original Appointment	Current Term	
		From	To
Bierce, Steve - Mayor		6/6/2016	Indefinitely

Origin Unknown

RESIDENCE BOARD	Original Appointment	Current Term	
		From	To
Wagner, K. Scott - District #1	8/6/2018	8/6/2018	5/1/2019
Tuttle, Debra - District #2	8/6/2018	8/6/2018	5/1/2021
VACANCY - District #3			5/1/2023

Created by Ordinance 18-01 Approved on January 15, 2018. The Board shall consist of three (3) citizens residing in the City one (1) from each Aldermanic District. Members shall serve for a term of five (5) years and shall serve no more than two (2) consecutive terms. The terms for the initial members of the Residence Board shall be staggered with one member serving one (1) year, a second member serving three (3) years and the third member serving five (5) years.