

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 4, 2020

7:00 PM

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

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1. Call to Order and Pledge of Allegiance
 2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
 3. Consent Agenda
 - 3.1. Approval of Common Council Meeting Minutes Dated March 2, 2020
 - 3.2. Approval of Accounts Payable Listing Dated May 4, 2020
 - 3.3. Approval of Bartender Licenses
 - 3.4. Affirm Action Taken on March 14, 2020 Related to the Declaration of Health Emergency Regarding Coronavirus COVID-19 Pandemic
 - 3.5. Concur with the Recommendations of Statewide Insurance and Disallow the Claim Related to a Water Main Break at East Parkway Meadow Circle and Stillwater Lane on January 12, 2020
 4. Discussion and Possible Action Regarding a Request to Extend the Approval Time Frame of Conditional Use Permit No. CUP-19-12-1 for The Waters Senior Living Management, LLC Development located at approximately W239 N2492 Pewaukee Road (PWC 0919-991 & PWC 0919-995) [Fuchs].
 5. Discussion and Possible Action to Approve the Installation of (3) Boiler Chemical Feed Takes to the (3) Boilers Located in City Hall [Klein / Kewan]
 6. Discussion and Possible Action to Approve the Swan View Farms Phase 1 Development Agreement and Establish the Amount of the Letter of Credit [Wagner]
 7. Discussion and Possible Action to Approve the Amendment to the Developer's Agreement for BBC Northmound, LLC [Wagner]
 8. Discussion and Possible Action Regarding the Springdale Manhole Rehabilitation Project with the Town of Brookfield in Accordance with the Inter-Municipal Agreement [Mueller / Wagner]
 9. Discussion and Possible Action Regarding the North Avenue Well Pump Repair [Mueller / Wagner]
 10. 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.

11. Adjournment

Kelly Tarczewski
Clerk/Treasurer

May 1, 2020

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 4, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Common Council Meeting Minutes Dated March 2, 2020

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

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

DATE: May 4, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Accounts Payable Listing Dated May 4, 2020

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

5/4/2020 AP

ACCOUNTS PAYABLE	3/16/2020	TOTAL:	\$ 2,480,603.78
Vendor Name	Document Date	Document Amount	Transaction Description
1ST AYD	1/17/2020	\$26.80	FD FREIGHT
1ST AYD	3/16/2020	\$1,175.09	FD FIRST AID SUPPLIES
1ST AYD	3/16/2020	\$453.13	FD FOAM WASH AND TOWELS
1ST AYD	3/20/2020	\$322.74	FD TOILET TISSUE AND CLEANER
1ST AYD	2/27/2020	\$716.85	P&R GARBAGE BAGS
1ST AYD	3/2/2020	\$1,249.17	P&R BABY CHANGING STATIONS
1ST AYD	3/20/2020	\$498.24	P&R DISINFECTANT
1ST AYD	3/27/2020	\$127.45	FD TOILET TISSUE
5 ALARM	4/8/2020	\$314.00	COVID MSA CLEANER
5 ALARM	4/7/2020	\$2,895.00	COVID MASKS
5 ALARM	4/14/2020	\$100.00	COVID CLEANER
AARONIN STEEL	2/21/2020	\$454.00	HWY WALL DOMX
AARP	3/12/2020	\$30.00	P&R SAFE DRIVING CLASS
ADP SCREENING & SELECTION SERVICES	3/30/2020	\$286.06	HR EXAMS
ADP SCREENING & SELECTION SERVICES	3/2/2020	\$72.76	HR EXAMS
ADP, LLC	3/20/2020	\$1,739.85	HR HCM SUITE
ADP, LLC	3/6/2020	\$320.00	HR TIME & ATTENDANCE
ADP, LLC	4/3/2020	\$320.00	HR TIME & ATTENDANCE
ADVANCE NAME PLATE & BADGE	2/28/2020	\$12.93	CT NAME PLATE
ADVANCED DISPOSAL	3/11/2020	\$439.17	HWY LOCKBOX AUTOMATED
AECOM	3/2/2020	\$7,760.54	ENG STORMWATER SERVICES
AECOM	3/2/2020	\$15,163.69	ENG EMERALD LN FLOOD ANALYSIS
AECOM	4/7/2020	\$9,710.55	ENG SWM PLAN REVIEW
AECOM	3/31/2020	\$25,596.78	ENG EMERALD LN FLOOD ANAL
AILCO EQUIPMENT FINANCE GROUP	4/1/2020	\$412.00	IT HP SCANNER
AILCO EQUIPMENT FINANCE GROUP	3/1/2020	\$412.00	IT HP SCANNER
AIMEE EIFERT	4/16/2020	\$68.00	CT VOTING
AIRGAS	3/17/2020	\$161.44	FD OXYGEN
AIRGAS	2/18/2020	\$66.74	FD OXYGEN
AIRGAS	2/29/2020	\$190.47	FD OXYGEN
AIRGAS	2/29/2020	\$78.81	FD OXYGEN
AIRGAS	3/3/2020	\$98.38	FD OXYGEN
AIRGAS	3/31/2020	\$98.38	FD OXYGEN
AIRGAS	3/31/2020	\$203.54	FD OXYGEN
AIRGAS	3/31/2020	\$83.13	FD OXYGEN
AIRGAS	4/14/2020	\$75.13	FD OXYGEN
ALEXANDRIA CAIRA	4/16/2020	\$68.00	CT VOTING
ALL CITY COMMUNICATIONS INC.	3/1/2020	\$50.00	SW ANSWERING SERVICE
ALPHA OMEGA CLEANING, INC.	3/1/2020	\$142.00	P&R JANITORIAL SERVICES
AMERICAN LITHO	3/31/2020	\$5,129.00	P&R SUMMER 2020 GUIDE
ANNETTE CARAULIA	4/16/2020	\$123.25	CT VOTING
ANTOINETTE ROOS	3/13/2020	\$8.00	P&R BRAINS & BALANCE REFUND
APEX SOFTWARE	2/20/2020	\$300.00	IT LICENSE FOR ASST ASSESSOR
ARAMARK	2/20/2020	\$72.72	HWY UNIFORMS
ARAMARK	3/20/2020	\$72.72	HWY UNIFORMS

ARAMARK	3/12/2020	\$72.72	HWY UNIFORMS
ARAMARK	3/27/2020	\$82.22	HWY UNIFORMS
ARAMARK	4/3/2020	\$72.72	HWY UNIFORMS
ARAMARK	2/27/2020	\$72.72	HWY UNIFORMS
ARAMARK	3/5/2020	\$72.72	HWY UNIFORMS
ARC DOCUMENT SOLUTIONS LLC	2/27/2020	\$18.00	ENG PLOT BOND 20LB
ARO LOCK & DOOR	3/3/2020	\$150.00	IT LATCH ON DOOR
ARO LOCK & DOOR	2/26/2020	\$12.00	CT ADDITIONAL KEYS SCNR OFFICE
ARROW TERMINAL, LLC	2/20/2020	\$122.11	HWY WASHERS AND CAPS
ASSESSMENT TECHNOLOGIES LLC	2/17/2020	\$422.99	IT ANNUAL HOSTING FEE
ASSESSMENT TECHNOLOGIES LLC	3/27/2020	\$31.25	IT PROGRAMMER SUPPORT WORK
ASSESSMENT TECHNOLOGIES LLC	4/3/2020	\$62.50	IT PROGRAMMER SUPPORT WORK
ASSESSMENTS USA	3/16/2020	\$239.00	HR EXAMS
ASSESSMENTS USA	6/11/2019	\$229.00	HR EXAMS
ASSESSMENTS USA	6/5/2019	\$916.00	HR EXAMS
AT&T CAROL STREAM IL	3/1/2020	\$4,664.38	CT TELEPHONE
AT&T CAROL STREAM IL	4/1/2020	\$2,089.29	CT TELEPHONE
AT&T MOBILITY	2/23/2020	\$65.78	FD WIRELESS
AT&T MOBILITY	3/23/2020	\$4,571.15	FD MDC AIRCARDS
ATLAS OUTFITTERS	2/28/2020	\$699.00	FD ICE RESCUE SUIT
AUTO ZONE	4/21/2020	\$28.82	FD CAR WAX
BANK OF FLOWERS	4/1/2020	\$132.00	CT FLOWERS
BANK OF FLOWERS	4/1/2020	\$115.00	FD FLOWERS
BARB HACHEY	3/27/2020	\$189.18	P&R PARK RENTAL REFUND
BARRIENTOS DESIGN & CONSULTING	2/29/2020	\$3,717.32	AD CONTRACT
BARTLETT, SCOTT	2/24/2020	\$125.00	HWY SAFETY SHOE REIMB
BARTLETT, SCOTT	3/6/2020	\$135.74	HR SAFETY GLASSES REIMB SB
BATTERIES PLUS BULBS	2/26/2020	\$14.85	WS BATTERIES
BATZNER PEST CONTROL	4/2/2020	\$65.00	P&R PEST CONTROL WAGNER
BATZNER PEST CONTROL	4/6/2020	\$60.00	P&R PEST CONTROL SOUTH
BAYCOM	3/18/2020	\$284.00	FD DEPOT REPAIR
BAYCOM	3/18/2020	\$684.00	FD DEPOT REPAIR SERVICE
BAYCOM	3/30/2020	\$1,320.00	COVID BATTERY IMP R LI ON
BIELINSKI HOMES	3/17/2020	\$500.00	BLD OCC BND RFND 191268
BIELINSKI HOMES	4/14/2020	\$500.00	BLD OCC BND RFND
BILL PETTERSON	4/16/2020	\$123.25	CT VOTING
BOB'S GLASS SERVICE INC	4/20/2020	\$189.00	P&R GLASS INSTALLATION
BONNIE ZAINER	4/20/2020	\$32.00	P&R PROGRAM CANCELLATIONS
BOUNDTREE MEDICAL	3/17/2020	\$141.00	FD GLOVES
BOUNDTREE MEDICAL	4/6/2020	\$581.38	COVID EMS BAG
BREDAN MECHANICAL SYSTEMS	3/10/2020	\$2,404.00	IT PUMP-BROILER REPAIRS
BREITBACH RASHID, PATTI	3/30/2020	\$180.00	P&R CHAIR YOGA 2
BRIAN BEDNAREK	4/16/2020	\$59.50	CT VOTING
BRIAN SWIERSZ	4/29/2020	\$120.00	P&R PROGRAM CANCELLATION
BRIOHN BUILDING	4/24/2020	\$2,500.00	BLD OCC BND RFND 191038
BRONWYN GLOJEK	4/16/2020	\$110.50	CT VOTING
BROOKFIELD, TOWN OF	4/3/2020	\$1,705.31	SW 1ST QTR SEWER
BROOKFIELD, TOWN OF	2/19/2020	\$2,535.42	SW SEWAGE TREATMENT
BROWN, COLLEEN	4/16/2020	\$93.50	CT VOTING

BS&A SOFTWARE	4/23/2020	\$250.00	IT CASH DRAWER
BUELOW VETTER BUIKEMA OLSON & VLIET	3/3/2020	\$177.00	HR ATTORNEY
BUELOW VETTER BUIKEMA OLSON & VLIET	4/6/2020	\$1,480.00	HR ATTORNEY
BUILDERS HARDWARE AND HOLLOW MET/	3/16/2020	\$78.00	CT WALL STOP, FLOOR STOP
BUMPER TO BUMPER HARTLAND	3/5/2020	\$129.67	SW SERPENTINE BELT
BUMPER TO BUMPER HARTLAND	2/26/2020	\$142.97	HWY AIR AND FUEL FILTERS
BURKE TRUCK & EQUIPMENT	2/25/2020	\$349.10	HWY CURB SHOE
CALLIE BEDNAREK	4/16/2020	\$59.50	CT VOTING
CARAUlia, CHERYL	4/16/2020	\$758.63	CT VOTING
CATHRYN GRUBER	4/20/2020	\$84.00	P&R PROGRAM CANCELLATIONS
CHELSEA PATTERSON	3/27/2020	\$168.16	P&R RENTAL REFUND
CHRISTINE BAAR	4/29/2020	\$30.00	P&R PROGRAM CANCELLATION
CHRISTINE HIGGINS	4/29/2020	\$30.00	P&R PROGRAM CANCELLATION
CHRISTOPHER KENT	4/29/2020	\$72.00	P&R PROGRAM CANCELLATION
CHRISTOPHER NICHOLAS	4/16/2020	\$114.75	CT VOTING
CHRISTY REGAR	3/27/2020	\$63.06	P&R RENTAL REFUND
CINDY SPORLEDER	4/20/2020	\$30.00	P&R PROGRAM CANCELLATIONS
CINTAS CORP.	2/26/2020	\$42.35	P&R FIRST AID SUPPLIES
CINTAS CORP.	2/25/2020	\$134.29	HWY FIRST AID SUPPLIES
CINTAS CORP.	2/24/2020	\$118.41	FD MATS
CINTAS CORP.	2/17/2020	\$61.14	FD MAT
CINTAS CORP.	3/23/2020	\$118.41	FD MATS
CINTAS CORP.	3/19/2020	\$210.59	HWY FIRST AID SUPPLIES
CINTAS CORP.	3/16/2020	\$59.88	P&R MATS
CITY OF WAUKESHA ENGINEERING	3/10/2020	\$4,630.52	SW RCA 0984005
CITY OF WAUKESHA ENGINEERING	3/16/2020	\$4,499.80	SW RCA 0984022
CITY OF WAUKESHA ENGINEERING	3/26/2020	\$4,549.68	SW RCA 0984029
CIVICPLUS	2/20/2020	\$160.00	IT FB LINK TO MAIN WEBPAGE
CLAIRE UMHOEFER	3/23/2020	\$16.00	P&R BRAINS AND BAL REFUND
CLIFF JOHNSON	4/29/2020	\$50.00	P&R PROGRAM CANCELLATION
COMMUNICATIONS ENGINEERING CO	2/18/2020	\$401.00	IT BLANK BADGES
COMPASS MINERAL	2/14/2020	\$11,089.02	HWY BULK COARSE
COMPASS MINERAL	2/17/2020	\$19,190.06	HWY BULK COARSE
COMPASS MINERAL	4/1/2020	\$16,315.40	HWY BULK HWY COARSE
COMPASS MINERAL	4/2/2020	\$3,320.56	HWY BULK HWY COARSE
CONCENTRA, INC	4/1/2020	\$180.00	HR EXAMS
CONSOLIDATED ELECTRICAL DISTRIBUTOR:	3/11/2020	\$22.00	P&R LIGHT BULBS
CONWAY SHIELD	3/30/2020	\$3,500.00	COVID MASKS
CONWAY SHIELD	4/13/2020	\$302.00	FD VISOR SHIELD
COREY OIL	2/28/2020	\$6,277.97	HWY FUEL
COREY OIL	2/24/2020	\$268.50	HWY DEF
COREY OIL	3/18/2020	\$835.43	HWY DIESEL
COREY OIL	3/18/2020	\$759.05	HWY GASOLINE
CORINNE HERBST	3/20/2020	\$105.10	P&R RENTAL REFUND
CORRY EIFERT	3/1/2020	\$26.19	BLD REIMBURSEMENT
CUMMINS SALES & SERVICE	1/22/2020	\$557.50	HWY CHIPPER
DAN PLAUTZ CLEANING SERVICE	3/16/2020	\$2,790.00	HR CLEANING
DAN PLAUTZ CLEANING SERVICE	4/15/2020	\$2,790.00	HR CLEANING
DAVE SIMUNCAK	4/29/2020	\$120.00	P&R PROGRAM CANCELLATION

DAVID KRESS	4/29/2020	\$50.00	P&R PROGRAM CANCELLATION
DAVIS, JULIE	4/29/2020	\$40.00	P&R PROGRAM CANCELLATION
DEAN EPPLER	3/1/2020	\$16.10	BLD FEB MILEAGE
DEAN EPPLER	4/17/2020	\$12.07	BLD MILEAGE REIMB
DEBBIE WAGNER	3/20/2020	\$105.10	P&R RENTAL REFUND
DEBRA BLASIUS	4/29/2020	\$25.00	P&R PROGRAM CANCELLATION
DEPT OF WORKFORCE DEVELOPMENT	4/3/2020	\$44.72	CT UNEMPLOYMENT
DIVERSIFIED BENEFIT SERVICES	4/2/2020	\$318.80	CT APR 2020 HRA
DIVERSIFIED BENEFIT SERVICES	4/6/2020	\$800.00	CT COBRA RENEWAL SERVICES
DIVERSIFIED BENEFIT SERVICES	3/3/2020	\$308.10	CT HRA MARCH 2020
DIVERSIFIED BENEFIT SERVICES	3/17/2020	\$255.70	CT MARCH 2020 FSA
DIVERSIFIED BENEFIT SERVICES	4/15/2020	\$218.50	CT APRIL FSA
DORIAN BECK	4/29/2020	\$40.00	P&R PROGRAM CANCELLATION
DORNER VALVES & AUTOMATION	3/9/2020	\$173.00	SW GASKET
DOROTHY NEWMAN	4/20/2020	\$64.00	P&R PROGRAM CANCELLATIONS
DREES, TAYLOR	4/16/2020	\$68.00	CT VOTING
DWYER, CHARLIE	3/1/2020	\$122.48	BLD MILEAGE REIMBURSEMENT
ECO, INC.-MARIGOLD DAIRIES DIV	2/24/2020	\$350.00	P&R MILK
EHLERS & ASSOCIATES, INC	3/9/2020	\$15,500.00	CT 2019 FINANCIAL MGMT PLAN
ELDORADO TRAILER SALES LLC	3/12/2020	\$1,500.00	HWY #57 TRAILER
ELLIOTT ACE HARDWARE	3/11/2020	\$1.99	SW CHAIR TIP
ELLIOTT ACE HARDWARE	3/17/2020	\$7.59	SW AVIATION FORMAGSKT
ELLIOTT ACE HARDWARE	3/20/2020	\$9.96	SW SINGLE CUT PLAIN KEY
ELLIOTT ACE HARDWARE	3/23/2020	\$3.60	HWY FASTNERS AND ROPE
ELLIOTT ACE HARDWARE	3/20/2020	\$11.68	HWY BATT CHRGR AND FUSES
ELLIOTT ACE HARDWARE	2/6/2020	\$5.59	SW SCREWDRIVER
ELLIOTT ACE HARDWARE	2/12/2020	\$2.59	SW AUTO FUSE PK
ELLIOTT ACE HARDWARE	2/16/2020	\$74.98	FD GARDEN HOSE
ELLIOTT ACE HARDWARE	2/13/2020	\$3.38	FD HOSE MENDER
ELLIOTT ACE HARDWARE	3/4/2020	\$19.64	FD CARGO STRAP
EMERGENCY LIGHTING & ELECTRONICS	4/3/2020	\$205.45	FD REPLACE LIGHT
EMERGENCY LIGHTING & ELECTRONICS	4/2/2020	\$95.00	FD REAR BOX MOUNTING
EPR SYSTEMS USA INC	4/6/2020	\$17,724.00	IT ANNUAL FEE FIREWORKS SFTWR
EQUAL RIGHT DIVISION	4/3/2020	\$15.00	P&R CHILD LABOR PERMITS
ERIC ROGERS	4/20/2020	\$42.00	P&R PROGRAM CANCELLATIONS
EUGENE SHERMAN	3/24/2020	\$600.00	COVID-19 FACE MASKS
EVELYN GRACE	4/20/2020	\$5.00	P&R PROGRAM CANCELLATIONS
EVELYN PETERSON	4/29/2020	\$15.00	P&R PROGRAM CANCELLATION
FASTENAL	2/19/2020	\$43.74	SW T-ROD FHN
FAYE SHEEHAN	3/23/2020	\$16.00	P&R BRAINS AND BAL REFUND
FAYE SHEEHAN	3/17/2020	\$64.00	P&R EASTER SHOW REFUND
FAYE SHEEHAN	4/20/2020	\$42.00	P&R PROGRAM CANCELLATIONS
FEI BEHAVIORAL HEALTH	3/1/2020	\$959.40	HR EAP
FERGUSON WATERWORKS	3/20/2020	\$444.00	SW GASKET AND ORING
FERGUSON WATERWORKS	3/18/2020	\$113.76	SW VLV BX RSR
FERM, NORA	4/20/2020	\$16.00	P&R PROGRAM CANCELLATIONS
FIRE SERVICE INC	2/11/2020	\$501.90	FD PLATFORM WARNING LIGHT FIX
FIRE SERVICE INC	2/26/2020	\$358.93	FD ADAPTER DATA
FIRE SERVICE INC	4/16/2020	\$1,383.52	FD INTERCOM

FIRNROHR, MARY	3/1/2020	\$168.00	P&R TAI CHI SESSION 2
FIRNROHR, MARY	4/9/2020	\$76.80	P&R TAI CHI SESSION 3
FOSTER COACH SALES, INC.	3/6/2020	\$46.30	FD DOOR MAGNET SWITCH
FRANCES GALLAGHER	4/20/2020	\$10.00	P&R PROGRAM CANCELLATIONS
FRANK ANDERSEN	4/13/2020	\$32.55	P&R RENTAL REFUND
FREDRICK, RICHARD	3/20/2020	\$63.06	P&R RENTAL REFUND
FRIEDEL, DONNA	4/16/2020	\$157.25	CT VOTING
FROEDTERT HEALTH/WORKFORCE HEALTH	2/29/2020	\$370.50	HR WELLNESS
FROEDTERT HEALTH/WORKFORCE HEALTH	3/31/2020	\$1,300.00	HR WELLNESS
FURST, MARTHA	3/1/2020	\$60.00	P&R YOGA SUBSTITUTE
FURST, MARTHA	3/6/2020	\$30.00	P&R YOGA SUB
FURST, MARTHA	3/30/2020	\$60.00	P&R YOGA SUBSTITUTE
GALLS	3/31/2020	\$87.39	FD TACLITE PDU AND BELT
GEIGER, INC	4/23/2020	\$50.01	FD PLASTIC LASERED PLATE
GENE GALLAGHER	4/29/2020	\$15.00	P&R PROGRAM CANCELLATION
GENERAL CODE	4/1/2020	\$995.00	CT ANNUAL MAINT
GENERAL PARTS	4/6/2020	\$687.36	FD NEW PILOT INSTALL
GERRY HOLTON	4/16/2020	\$93.50	CT VOTING
GINNY LOCKMAN	4/16/2020	\$59.50	CT VOTING
GINNY LOCKMAN	4/20/2020	\$16.00	P&R PROGRAM CANCELLATIONS
GMG PRODUCTS LLC	3/10/2020	\$398.97	FD GRILL AND PELLETS
GRAINGER	2/18/2020	\$32.32	ENG SUPPLIES FOR BRIAN
GRAINGER	3/24/2020	\$197.60	FD FACILITY MAINT STN 2
GRAINGER	3/4/2020	\$41.48	SW REPLACEMENT RIBBON
GRENZ SERVICE CO. LLC	3/4/2020	\$375.00	FD FIX BENT WATER LINE
GRENZ SERVICE CO. LLC	4/13/2020	\$1,330.13	FD PUMP AND SEAL KIT
HART, ROBERT & JOAN	3/20/2020	\$94.59	P&R RENTAL REFUND
HAWKINS, INC.	3/17/2020	\$3,680.95	SW SODIUM SILICATE
HAWKINS, INC.	2/25/2020	\$3,550.19	SW SODIUM SILICATE
HEARTLAND BUSINESS SYSTEMS	2/17/2020	\$184.00	IT NONSERVER MONITORING
HEARTLAND BUSINESS SYSTEMS	3/13/2020	\$184.00	IT NETWORK MONITORING
HEARTLAND BUSINESS SYSTEMS	4/13/2020	\$184.00	IT NETWORK MONITORING SUPPORT
HEARTLAND BUSINESS SYSTEMS	4/9/2020	\$125.76	IT ENDPOINT PROTECTION
HECKEL DANCE LLC	3/27/2020	\$649.60	P&R DANCE CLASS
HEIN ELECTRIC SUPPLY	2/11/2020	\$12.73	FD CORDSEOW
HEPP, KEITH	3/20/2020	\$110.36	P&R SHOE REIMBURSEMENT
HEWLETT PACKARD	4/11/2020	\$922.08	IT EXTEND WARRANTY COPUSER
HILTUNEN, MARIANNE	3/2/2020	\$106.38	ENG MILEAGE REIMBURSEMENT
HILTUNEN, MARIANNE	4/1/2020	\$85.10	ENG MILEAGE REIMBURSEMENT
HOGEN ELECTRIC	3/25/2020	\$1,472.00	SW SERVICE CALL WELL #6
HOLLMANN, MOLLY	4/16/2020	\$110.50	CT VOTING
HOMES BY CHAPEL HILLS	3/18/2020	\$500.00	BLD OCC BND RFND 190073
HSINJU SU	4/29/2020	\$270.00	P&R PROGRAM CANCELLATION
HUMANE ANIMAL WELFARE SOCIETY	1/2/2020	\$6,699.00	CT 2020 BILL FOR SERVICE CONTR
HUMPHREY SERVICE PARTS, INC	2/13/2020	\$73.28	ENG CRIMP HOSE
HUMPHREY SERVICE PARTS, INC	2/19/2020	\$9.51	HWY BULB
HUMPHREY SERVICE PARTS, INC	4/2/2020	\$15.26	HWY OIL FILTER
HUMPHREY SERVICE PARTS, INC	3/6/2020	\$64.38	HWY BULB FLOOD
HUMPHREY SERVICE PARTS, INC	3/17/2020	\$15.11	HWY OIL FILTER

HUMPHREY SERVICE PARTS, INC	2/25/2020	\$128.50	HWY FUEL AND AIR FILTERS
HUMPHREY SERVICE PARTS, INC	2/25/2020	\$10.73	HWY SEALED BEAM
HYDROCORP	3/31/2020	\$1,084.00	SW MCC 2 YRS
HYDROCORP	2/29/2020	\$1,084.00	SW MCC 2 YEARS
IMEG CORP	2/17/2020	\$7,014.00	ENG BRIDGE REPLACEMENT
IMEG CORP	3/23/2020	\$165.00	ENG BUSSE RD BRIDGE REP
INFORMATION TECH. PROF. LLC	4/2/2020	\$990.00	IT UPGRADE TO MINECAST DWNPMPT
INFORMATION TECH. PROF. LLC	12/15/2019	\$1,697.50	IT SERVER MONITORING & MAINT
INFORMATION TECH. PROF. LLC	1/15/2020	\$1,697.50	IT SERVER MONITORING & MAINT
INFORMATION TECH. PROF. LLC	2/15/2020	\$1,722.50	IT SERVER MONITOR & MAINT
INFORMATION TECH. PROF. LLC	3/15/2020	\$1,722.50	IT REMOTE ASSISTANCE
INFORMATION TECH. PROF. LLC	4/16/2020	\$2,200.00	IT IMPORT OF SMARSH EMAIL ARCH
INFORMATION TECH. PROF. LLC	4/15/2020	\$1,722.50	IT OFFICE AND EXCHANGE SERVICE
INSIGHT FS MAPLETON	4/22/2020	\$3,821.00	P&R PRO LEAGUE HERITAGE RED
INTERSTATE POWER SYSTEMS	4/14/2020	\$350.22	FD FILTER AND TRANS FLUID
IS OUTFITTERS	4/20/2020	\$375.00	IT HELP WITH NEW DC UPGRADE
JACK DISBROW	4/29/2020	\$120.00	P&R PROGRAM CANCELLATION
JAMES HILLS	4/29/2020	\$100.00	P&R PROGRAM CANCELLATION
JAMES KOESTER	4/29/2020	\$120.00	P&R PROGRAM CANCELLATION
JANE BLAU	4/16/2020	\$55.25	CT VOTING
JANE KOHL	4/16/2020	\$59.50	CT VOTING
JEAN HULBERT	4/29/2020	\$135.00	P&R PROGRAM CANCELLATION
JEFF ROHRER	4/20/2020	\$42.00	P&R PROGRAM CANCELLATIONS
JEFFERSON FIRE & SAFETY, INC.	1/1/2020	\$9,068.00	FD HONEYWELL COAT AND PANTS
JEFFERSON FIRE & SAFETY, INC.	2/6/2020	\$459.20	FD BATTERY HOUSING AND SEP
JEFFERSON FIRE & SAFETY, INC.	2/6/2020	\$459.20	FD BATTERY HOUSING
JEFFERSON FIRE & SAFETY, INC.	3/2/2020	\$816.00	FD CABLE ASSEMBLY AND HOSE
JEFFERSON FIRE & SAFETY, INC.	3/31/2020	\$350.00	FD BOOTS
JENNIFER GORSKI	4/29/2020	\$36.00	P&R PROGRAM CANCELLATION
JENSEN EQUIPMENT	4/8/2020	\$85.00	FD STARTER ASSEMBLY
JEROME CHUDZIK	4/29/2020	\$145.00	P&R PROGRAM CANCELLATION
JOANN BOSS	4/29/2020	\$145.00	P&R PROGRAM CANCELLATION
JOHN P LOCHEN CO. INC	12/10/2019	\$918.03	P&R #87 SNOW BLOWER ASSEMBLY
JOHN P LOCHEN CO. INC	1/22/2020	\$48.44	P&R DIODE 3A
JOHN'S DISPOSAL SERVICE	3/25/2020	\$51,435.51	ENG CONTRACTED GARBAGE
JOHN'S DISPOSAL SERVICE	2/25/2020	\$51,414.04	ENG CONTRACTED GARBAGE
JOHN'S DISPOSAL SERVICE	3/5/2020	\$11,332.67	ENG FEB LANDFILL CHGS
JOHN'S DISPOSAL SERVICE	4/6/2020	\$14,122.94	ENG MARCH LANDFILL CHARGES
JOSEPH VOLZ	4/29/2020	\$115.00	P&R PROGRAM CANCELLATION
JR NORTHSTARS FASTPITCH	4/24/2020	\$280.00	P&R RENTAL REFUND
JUDITH PRICE	4/29/2020	\$145.00	P&R PROGRAM CANCELLATION
JULIE PIKE	4/16/2020	\$55.25	CT VOTING
JX TRUCK CENTER	3/12/2020	\$103,948.50	HWY #12 PLOW TRUCK REPLACEMENT
JX TRUCK CENTER	3/5/2020	\$2,392.74	FD KENWORTH SERVICE
JX TRUCK CENTER	3/5/2020	\$91.98	HWY HOUSING
JX TRUCK CENTER	4/15/2020	\$1,071.31	FD TRUCK SERVICE
KAESTNER AUTO ELECTRIC CO.	3/3/2020	\$101.97	HWY TUBE CLIPS
KAESTNER AUTO ELECTRIC CO.	3/2/2020	\$109.56	HWY BRAKE CONTR.
KAREN SIEHR	4/7/2020	\$158.67	P&R RENTAL REFUND

KATHLEEN THOMAS	4/16/2020	\$55.25	CT VOTING
KATHY NIELSEN	4/29/2020	\$125.00	P&R PROGRAM CANCELLATION
KATKA, BECKY	4/16/2020	\$59.50	CT VOTING
KATRINA WIMMER	4/16/2020	\$68.00	CT VOTING
KAY STIEFEL	3/23/2020	\$16.00	P&R BRAINS AND BAL REFUND
KAY STIEFEL	4/20/2020	\$16.00	P&R PROGRAM CANCELLATIONS
KAYSER AUTOMOTIVE GROUP	2/28/2020	\$550.00	HWY #25 PAINT SHIELD
KAYSER AUTOMOTIVE GROUP	2/24/2020	\$40,374.50	HWY #25 REPLACEMENT
KENNETH MATCHETT	4/29/2020	\$270.00	P&R PROGRAM CANCELLATION
KETTLE CREEK HOMES	3/5/2020	\$500.00	BLD OCC RFND 190841
KEVIN FAILEY	4/16/2020	\$68.00	CT VOTING
KIM MAEHLER	3/20/2020	\$105.10	P&R RENTAL REFUND
KLEIN, JENNIFER A	3/27/2020	\$78.82	P&R RENTAL REFUND
KM SPORTS	2/28/2020	\$39.00	FD CLOTHING
KMB ELECTRIC	3/17/2020	\$888.49	P&R VILLAGE PARK REPAIRS
KOEPP, TOM	6/4/2019	\$374.97	CT 2019 DEER HERD REDUCTION
KOLBOW, GREG	4/29/2020	\$15.00	P&R PROGRAM CANCELLATION
KRISTINE GOETSCH	4/29/2020	\$145.00	P&R PROGRAM CANCELLATION
KWIK TRIP	3/1/2020	\$3,180.21	FD FUEL
KWIK TRIP	3/6/2020	\$57.87	CRT RESTITUTION
KWIK TRIP	4/1/2020	\$2,743.79	FD FUEL
LAKE COUNTRY APPLIANCE REPAIR	3/20/2020	\$89.95	FD WASHING MACHINE ANALYSIS
LAKE PEWAUKEE SANITARY DISTRICT	4/6/2020	\$124,780.50	SW 1ST QTR SEWER
LAKELAND SUPPLY, INC.	2/27/2020	\$1,125.50	P&R HAND TOWEL & TOILET TISSUE
LANGE ENTERPRISES, INC	2/18/2020	\$206.81	BLD TILES
LANGE ENTERPRISES, INC	3/19/2020	\$110.85	HWY SIGNS
LARSON, CHERRIE	4/1/2020	\$115.20	P&R ART UNLEASHED SESSION 2
LAUREE FRET	4/20/2020	\$190.20	P&R RENTAL REFUND
LAUREN REVERS	3/27/2020	\$157.65	P&R RENTAL REFUND
LAURIE KUHTZ	3/27/2020	\$126.12	P&R RENTAL REFUND
LAWN BOYZ CUSTOM CARE	2/25/2020	\$2,410.63	CT LAWN CARE PILGRIMS REST
LAWN BOYZ CUSTOM CARE	3/24/2020	\$2,410.63	CT PILGRIMS REST CONTRACT
LAZARINE, LINDA	4/29/2020	\$54.00	P&R PROGRAM CANCELLATION
LEANNE KELLEY	3/13/2020	\$40.00	PLC OVERPAYMENT TICKET
LEVEL UP CONSTRUCTION	3/5/2020	\$70,300.00	AD PEWAUKEE STORAGE
LEVEL UP CONSTRUCTION	3/30/2020	\$22,800.00	AD CONTRACTOR PAYMENT
LIFE-ASSIST INC	2/10/2020	\$297.32	FD FIRST AID SUPPLIES
LIFE-ASSIST INC	2/17/2020	\$161.56	FD FIRST AID SUPPLIES
LIFE-ASSIST INC	2/18/2020	\$22.00	FD FLUIDSHIELD
LIFE-ASSIST INC	3/17/2020	\$741.36	FD FIRST AID SUPPLIES
LIFE-ASSIST INC	3/20/2020	\$105.70	FD EPINEPHRINE
LIFE-ASSIST INC	3/3/2020	\$326.39	FD FIRST AID SUPPLIES
LIFE-ASSIST INC	2/19/2020	\$22.00	FD FLUIDSHIELD
LIFE-ASSIST INC	2/24/2020	\$131.00	FD CONNECTOR INJECTION SITE
LIFE-ASSIST INC	2/24/2020	\$555.21	FD FIRST AID SUPPLIES
LIFE-ASSIST INC	3/9/2020	\$780.10	FD FIRST AID SUPPLIES
LIFE-ASSIST INC	3/24/2020	\$576.21	FD FIRST AID SUPPLIES
LIFE-ASSIST INC	4/3/2020	\$90.00	FD GLOVES
LIFE-ASSIST INC	4/3/2020	\$192.30	FD THERMOMETER

LIFE-ASSIST INC	4/3/2020	\$826.61	FD FIRST AID SUPPLIES
LIFE-ASSIST INC	3/27/2020	\$9.60	FD PREP PADS
LIFE-ASSIST INC	4/16/2020	\$135.36	FD EPINEPHRINE
LIFE-ASSIST INC	4/14/2020	\$47.00	FD PARALLAX EYEWEAR
LIFE-ASSIST INC	4/14/2020	\$443.84	FD FIRST AID SUPPLIES
LIFETIME DOOR COMPANY	2/25/2020	\$735.00	FD SERVICE CALL
LIGUI-SYSTEMS INC	2/28/2020	\$58.30	SW SEAL RING
LINDA KNUTSON	4/29/2020	\$145.00	P&R PROGRAM CANCELLATION
LINDQUIST, BRIANA	4/16/2020	\$59.50	CT VOTING
LINE-X MILWAUKEE	2/26/2020	\$1,468.90	HWY #25 MATS AND BED
LOIS LUCAS	4/20/2020	\$16.00	P&R PROGRAM CANCELLATIONS
LOKKEN, RICHARD	4/20/2020	\$27.00	P&R PROGRAM CANCELLATIONS
LONA KOEHLER	4/29/2020	\$145.00	P&R PROGRAM CANCELLATION
LORI TRAHAN	3/17/2020	\$64.00	P&R EASTER SHOW REFUND
LORI TRAHAN	3/17/2020	\$99.00	P&R FIRESIDE TRIP REFUND
LORI TRAHAN	3/17/2020	\$25.00	P&R COOKING DEMO REFUND
LOTH, NANCY	4/16/2020	\$121.13	CT VOTING
LUCHT, DONNA	4/16/2020	\$225.25	CT VOTING
LUCHT, ROBERT	4/16/2020	\$161.50	CT VOTING
LUNDA CONSTRUCTION	3/31/2020	\$171,907.76	ENG EMERALD ACRES FLOOD PROJ
LUNDA CONSTRUCTION	4/24/2020	\$258,451.21	ENG EMERALD ACRES FLOOD PRJ
MALECKI GRAPHIC ARTS SERVICES	3/20/2020	\$900.00	P&R SUMMER 2020 ACTIVITY GUIDE
MARIE CLARE GUNTHER	4/29/2020	\$145.00	P&R PROGRAM CANCELLATION
MARK KATKA	4/16/2020	\$59.50	CT VOTING
MARY ANNE SCHMALING	4/29/2020	\$30.00	P&R PROGRAM CANCELLATION
MARY ARATA-BUNK	4/20/2020	\$75.00	P&R PROGRAM CANCELLATIONS
MARY BOERSMA	4/20/2020	\$57.20	P&R PROGRAM CANCELLATIONS
MARY SCHOONOVER	4/29/2020	\$25.00	P&R PROGRAM CANCELLATION
MATT DAHANEY	4/29/2020	\$36.00	P&R PROGRAM CANCELLATION
MATT KATKA	4/16/2020	\$59.50	CT VOTING
MAUREEN HOGAN	4/20/2020	\$16.00	P&R PROGRAM CANCELLATIONS
MAYER REPAIR	3/13/2020	\$5,858.00	FD UNIT 2862 REPAIR
MAYER REPAIR	3/2/2020	\$4,012.33	FD SHOP AND MOBILE SUPPLIES
MAYER REPAIR	2/24/2020	\$1,341.09	FD OIL CHANGE AND AIR FILTER
MAYER REPAIR	2/24/2020	\$2,254.61	FD OIL FILTER AND CHANGE
MAYER REPAIR	4/3/2020	\$1,080.98	FD VALVE REPAIR KIT
MEGAN LOTH	4/16/2020	\$68.00	CT VOTING
MEGAN WESTERMAN	4/16/2020	\$68.00	CT VOTING
MENARDS	2/20/2020	\$6.52	HWY GREREN TREATED
MENARDS	2/25/2020	\$17.96	HWY COV LOCK SAFETY HASP
MENARDS	2/27/2020	\$33.79	HWY BLADES AND RAZOR
MENARDS	2/26/2020	\$79.24	HWY BATTERIES
MENARDS	2/24/2020	\$11.16	SW LOW SPLASH BLEACH
MENARDS	2/25/2020	\$4.69	SW PVC PIPE
MENARDS	2/26/2020	\$44.67	SW FLR MT
MENARDS	1/12/2020	\$49.80	FD GLACIERMIST
MENARDS	3/9/2020	\$49.97	SW LED SPOTLIGHT
MENARDS	3/11/2020	\$1.76	SW TIP VINYL H1
MENARDS	3/11/2020	\$131.94	HWY CORDS AND DRILL HEX

MENARDS	3/23/2020	\$60.16	HWY ROPE RATCHET, RAZOR SCRAPE
MENARDS	4/2/2020	\$235.55	COVID POLY CLEAR AND BOARDS
MENARDS	3/23/2020	\$331.18	COVID TOUGH BOX AND TAPE
MENARDS	3/20/2020	\$27.90	COVID BLEACH
MENARDS	3/20/2020	\$708.36	COVID WASHER AND DET
MENARDS	3/5/2020	\$261.92	P&R PAINT SUPPLIES
MENARDS	3/5/2020	\$49.98	P&R SHELVING PLYWOOD
MENARDS	2/28/2020	\$11.99	FD WILD BIRD FOOD
MENARDS	3/10/2020	\$92.62	HWY HITCH COVER, ROPES
MENARDS	3/5/2020	\$49.03	HWY COVER BLANK, WASHERS
MENARDS	3/5/2020	\$36.06	HWY CONDUIT, OUTLETS
MENARDS	3/3/2020	\$47.72	HWY DRILL BIT SET
MENARDS	3/3/2020	\$96.71	HWY FOAM TBX, COUPLING
MENARDS	3/3/2020	\$20.06	HWY DRILL PT
MENARDS	3/9/2020	\$6.52	HWY GREEN TREATED AC2
MENARDS	3/12/2020	\$20.25	FD BIRD FOOD
MENARDS	3/10/2020	\$100.73	P&R PSC SHELVING
MENARDS	3/10/2020	\$62.15	P&R CONCRETE SCREWS
MENARDS	3/18/2020	\$101.39	P&R CO ALARM
MENARDS	4/10/2020	\$24.23	P&R EDGELOCK AND SCREWS
MENARDS	4/7/2020	\$9.98	P&R DISINFECT SPRAY
MENARDS	4/9/2020	\$11.16	FD PAIL
MENARDS	4/24/2020	\$89.31	FD OFFICE SUPPLIES
MENARDS	4/15/2020	\$11.99	P&R GRILLE
MENARDS	4/16/2020	\$19.98	P&R LOPPER
MENARDS	4/20/2020	\$2.29	P&R GARDEN HOSE CAP
MENARDS	4/21/2020	\$12.36	P&R HEX NUT AND BOLTS
MENARDS	4/21/2020	\$232.91	P&R GREEN TRTD WOOD
MICHAEL BOHLMAN	4/29/2020	\$54.00	P&R PROGRAM CANCELLATION
MICHAEL FIGUEIRA	4/29/2020	\$120.00	P&R PROGRAM CANCELLATION
MICHAEL NICHOLAS	4/16/2020	\$114.75	CT VOTING
MID-AMERICAN RESEARCH CHEMICAL	2/28/2020	\$730.36	P&R JANITORIAL SUPPLIES
MID-AMERICAN RESEARCH CHEMICAL	4/1/2020	\$506.15	P&R DISINFECTANT
MIDWEST METER INC.	3/3/2020	\$7,632.00	SW PLASTIC METER BASE
MIKE LEIGH	4/29/2020	\$120.00	P&R PROGRAM CANCELLATION
MOLENDIA, JULIE	4/16/2020	\$114.75	CT VOTING
MONICA KASKEY	3/24/2020	\$1,479.72	COVID-19 AIR PURIFIERS
MORGAN REED	4/16/2020	\$76.50	CT VOTING
MOTION & CONTROL ENTERPRISES LLC	2/27/2020	\$161.55	HWY CRIMP HOSE ASSY
Municipal Law & Litigation Group S.C.	2/17/2020	\$11,047.50	CT LEGAL FEES
Municipal Law & Litigation Group S.C.	4/15/2020	\$5,883.50	CT LEGAL FEES
MYRLE OSELL	4/29/2020	\$54.00	P&R PROGRAM CANCELLATION
NANCY STANGLER	4/29/2020	\$120.00	P&R PROGRAM CANCELLATION
NAPA	3/26/2020	\$130.65	FD OIL DRY
NAPA	3/8/2020	\$25.62	FD BLISTER PACK CAPSULES
NATHAN BROWN	4/16/2020	\$68.00	CT VOTING
NATIONAL FIRE CODES SUBSCRIPTION	4/9/2020	\$1,795.50	FD FIRE CODE SUBSCRIPTION
NATIONWIDE RETIREMENT SOLUTIONS	2/28/2020	\$1,235.09	CT RETIREMENT PD 2/28/2020
NATIONWIDE RETIREMENT SOLUTIONS	3/11/2020	\$1,260.09	CT RETIREMENT PD 3/13/20

NIESE, VALERIE	4/17/2020	\$75.00	BLD REFUND PERMIT 200196-B
NOLL, CAROL	4/16/2020	\$110.50	CT VOTING
NOLL, DALE	4/16/2020	\$110.50	CT VOTING
NORTH CENTRAL UTILITY	2/19/2020	\$278.00	HWY ROPE TIE-OFF
NORTH CENTRAL UTILITY	2/27/2020	\$86.88	HWY #17 FORWARD LIGHTING
NORTHERN LAKE SERVICE, INC	3/30/2020	\$2,190.00	SW DW SAMPLES
NORTHERN LAKE SERVICE, INC	3/30/2020	\$80.00	SW DW SAMPLES
NORTHERN LAKE SERVICE, INC	3/30/2020	\$1,442.00	SW DW TB SAMPLES
NORTHERN LAKE SERVICE, INC	3/30/2020	\$60.00	SW DW SAMPLES
NORTHERN LAKE SERVICE, INC	3/30/2020	\$80.00	SW DW SAMPLES
NORTHERN LAKE SERVICE, INC	3/30/2020	\$60.00	SW DW SAMPLES
NORTHERN LAKE SERVICE, INC	2/27/2020	\$80.00	SW CHLORINE
NORTHERN LAKE SERVICE, INC	2/27/2020	\$60.00	SW CHLORINE
NORTHERN LAKE SERVICE, INC	2/27/2020	\$80.00	SW CHLORINE
NORTHERN LAKE SERVICE, INC	2/27/2020	\$60.00	SW CHLORINE
OFFICE COPYING EQUIPMENT, LTD	2/27/2020	\$434.53	P&R SHARP MX3070N CONTRACT
OFFICE COPYING EQUIPMENT, LTD	2/27/2020	\$189.20	ENG SHARP MX4070N
OFFICE COPYING EQUIPMENT, LTD	2/27/2020	\$1,196.32	CT SHARP MX6240N CONTRACT
OFFICE COPYING EQUIPMENT, LTD	3/30/2020	\$108.43	ENG SHARP MX 4070N CONTRACT
OFFICE COPYING EQUIPMENT, LTD	2/27/2020	\$51.12	FD SHARP MX3070N CONTRACT
OFFICE COPYING EQUIPMENT, LTD	2/27/2020	\$9.32	CRT SHARP MX3571 CONTRACT
OFFICE COPYING EQUIPMENT, LTD	3/31/2020	\$8.29	CRT SHARP MX3571 CONTRACT
OFFICE COPYING EQUIPMENT, LTD	3/31/2020	\$183.86	BLD SHARP MX3070N CONTRACT
OFFICE COPYING EQUIPMENT, LTD	3/31/2020	\$69.80	FD SHARP MX3070N CONTRACT
OFFICE DEPOT	3/4/2020	\$33.49	BLD OFFICE SUPPLIES
OFFICE DEPOT	3/19/2020	\$5.10	SW OFFICE SUPPLIES
OFFICE DEPOT	3/3/2020	\$5.10	SW OFFICE SUPPLIES
OFFICE DEPOT	3/19/2020	\$2.36	SW OFFICE SUPPLIES
OFFICE DEPOT	3/3/2020	\$180.96	SW OFFICE SUPPLIES
OFFICE DEPOT	3/13/2020	\$22.78	BLD OFFICE SUPPLIES
OFFICE DEPOT	3/16/2020	\$254.80	FD OFFICE SUPPLIES
OFFICE DEPOT	3/19/2020	\$10.83	FD OFFICE SUPPLIES
OFFICE DEPOT	3/19/2020	\$459.05	ENG OFFICE SUPPLIES
OFFICE DEPOT	2/19/2020	\$81.82	ENG OFFICE SUPPLIES
OFFICE DEPOT	3/13/2020	\$22.44	P&R OFFICE SUPPLIES
OFFICE DEPOT	3/25/2020	\$8.52	COVID SANITZER
OFFICE DEPOT	3/25/2020	\$63.90	COVID SANITZER
OFFICE DEPOT	2/20/2020	\$19.00	SW OFFICE SUPPLIES
OFFICE DEPOT	2/17/2020	\$135.95	FD OFFICE SUPPLIES
OFFICE DEPOT	2/20/2020	\$52.30	FD OFFICE SUPPLIES
OFFICE DEPOT	2/27/2020	\$22.59	BLD OFFICE SUPPLIES
OFFICE DEPOT	2/27/2020	\$33.62	BLD OFFICE SUPPLIES
OFFICE DEPOT	3/5/2020	\$21.18	BLD OFFICE SUPPLIES
OFFICE DEPOT	3/5/2020	\$7.48	BLD OFFICE SUPPLIES
OFFICE DEPOT	3/3/2020	\$33.50	FD OFFICE SUPPLIES
OFFICE DEPOT	2/28/2020	\$8.26	FD OFFICE SUPPLIES
OFFICE DEPOT	3/16/2020	\$16.79	BLD OFFICE SUPPLIES
OFFICE DEPOT	4/8/2020	\$24.18	CT OFFICE SUPPLIES
OFFICE DEPOT	4/7/2020	\$38.79	CT OFFICE SUPPLIES

OFFICE DEPOT	4/7/2020	\$354.02	CT OFFICE SUPPLIES
OFFICE DEPOT	4/6/2020	\$71.67	CT OFFICE SUPPLIES
OFFICE DEPOT	4/6/2020	\$94.32	CT OFFICE SUPPLIES
OFFICE DEPOT	3/18/2020	\$57.98	COVID EASEL
OFFICE DEPOT	3/17/2020	\$369.00	COVID ELECTION PENS
OFFICE DEPOT	3/20/2020	\$657.60	CT OFFICE SUPPLIES
OFFICE DEPOT	3/20/2020	\$230.34	CT OFFICE SUPPLIES
OFFICE DEPOT	4/10/2020	\$111.57	CT OFFICE SUPPLIES
OFFICE DEPOT	4/15/2020	\$4.49	FD OFFICE SUPPLIES
OFFICE DEPOT	4/15/2020	\$87.78	FD OFFICE SUPPLIES
OFFICE DEPOT	4/15/2020	\$4.48	FD OFFICE SUPPLIES
OFFICE DEPOT	4/14/2020	\$45.00	FD OFFICE SUPPLIES
OFFICE DEPOT	4/6/2020	\$4.91	COVID DISINFECTING CLOROX WIPE
OFFICE DEPOT	4/6/2020	\$42.60	COVID SANITZER
OFFICE DEPOT	3/30/2020	\$15.30	CT OFFICE SUPPLIES
OFFICE DEPOT	3/30/2020	\$71.50	CT OFFICE SUPPLIES
OFFICE DEPOT	4/13/2020	\$57.48	BLD OFFICE SUPPLIES
OFFICE DEPOT	3/20/2020	\$31.03	BLD OFFICE SUPPLIES
OFFICE DEPOT	4/13/2020	\$23.97	BLD OFFICE SUPPLIES
PAM KNOLL	4/16/2020	\$20.00	CT VOTING
PATRICIA BLATTNER	3/17/2020	\$88.00	P&R TRIP REFUND
PAUL MAYER	4/29/2020	\$120.00	P&R PROGRAM CANCELLATION
PAUL SCHLINSKY	4/29/2020	\$120.00	P&R PROGRAM CANCELLATION
PAYTON BICKETT	4/16/2020	\$68.00	CT VOTING
PEDERSEN, JOANN	4/20/2020	\$30.00	P&R PROGRAM CANCELLATIONS
PETER BOSCH	4/29/2020	\$120.00	P&R PROGRAM CANCELLATION
PETER CUMMINGS	4/29/2020	\$75.00	P&R PROGRAM CANCELLATION
PETERSON, MARGE	3/23/2020	\$16.00	P&R REFUND BRAINS AND BALANCE
PETERSON, MARGE	4/20/2020	\$32.00	P&R PROGRAM CANCELLATIONS
PEWAUKEE, VILLAGE OF	2/18/2020	\$41.65	P&R FIRE INSPECTION
PEWAUKEE, VILLAGE OF	3/4/2020	\$1,277.78	CT P&R FEB 2020
PEWAUKEE, VILLAGE OF	3/5/2020	\$69,501.00	CT 2020 JOINT LIBRARY MAR
PEWAUKEE, VILLAGE OF	4/2/2020	\$19,858.76	CT MAR 20 EMS COLLECTIONS
PEWAUKEE, VILLAGE OF	4/14/2020	\$31,212.87	CT PARK & REC MAR 2020
PEWAUKEE, VILLAGE OF	3/10/2020	\$16,976.64	CT LIFEQUEST FEB 2020
PEWAUKEE, VILLAGE OF	4/1/2020	\$51.64	P&R UTILITIES
PEWAUKEE, VILLAGE OF	4/1/2020	\$202.70	P&R UTILITIES
PEWAUKEE, VILLAGE OF	4/1/2020	\$50.10	P&R UTILITY
PEWAUKEE, VILLAGE OF	4/27/2020	\$69,501.00	CT 2020 JOINT LIBRARY
PEWAUKEE, VILLAGE OF	4/27/2020	\$69,501.00	CT 2020 JOINT LIBRARY
PITNEY BOWES GLOBAL FINANCIAL SERVIC	2/13/2020	\$1,681.53	SW RELAY INSERTS
POMP'S TIRE SERVICE, INC.	2/6/2020	\$655.00	HWY #20 TIRES
POMP'S TIRE SERVICE, INC.	2/11/2020	\$622.40	SW TIRES
POWER EQUIPMENT LEASING CO	2/17/2020	\$3,800.00	HWY VERSALIFT RENTAL
POWER EQUIPMENT LEASING CO	3/10/2020	\$3,800.00	HWY VERSALIFT
PREMIUM WATERS, INC	2/21/2020	\$46.49	P&R SHOP WATER
PREMIUM WATERS, INC	2/21/2020	\$53.25	HWY WATER
PREMIUM WATERS, INC	4/3/2020	\$28.50	HWY WATER
PREMIUM WATERS, INC	3/20/2020	\$45.00	HWY WATER

PREMIUM WATERS, INC	3/20/2020	\$61.99	P&R WATER
PREMIUM WATERS, INC	2/6/2020	\$53.25	CRT WATER
PREMIUM WATERS, INC	3/6/2020	\$75.75	HWY WATER
PREMIUM WATERS, INC	3/6/2020	\$81.75	CRT WATER
PREMIUM WATERS, INC	4/6/2020	\$75.75	CRT WATER
PROHEALTH CARE MEDICAL ASSOCIATES	4/15/2020	\$343.00	HR EXAMS
PROHEALTH CARE MEDICAL ASSOCIATES	4/15/2020	\$343.00	HR EXAMS
PROHEALTH PHARMACY WAUKESHA	1/3/2020	\$624.73	FD FIRST AID SUPPLIES
PROHEALTH PHARMACY WAUKESHA	1/14/2020	\$471.38	FD FIRST AID SUPPLIES
PROHEALTH PHARMACY WAUKESHA	2/29/2020	\$922.47	FD FIRST AID SUPPLIES
PROHEALTH WAUKESHA MEMORIAL HOSP	3/30/2020	\$2,331.16	FD SUPPLIES
PUBLIC SERVICE COMMISSION OF WI	3/16/2020	\$649.04	SW PSC DIRECT ASSESSMENT
PUBLIC WORKS CAREERS	4/20/2020	\$185.00	HR JOB AD
R&R INSURANCE SERVICES	4/1/2020	\$24,735.00	CT WORKERS COMP
R&R INSURANCE SERVICES	1/1/2020	\$14,147.00	CT WORKERS COMP AUDIT
R&R INSURANCE SERVICES	3/2/2020	\$24,735.00	CT WORKERS COMP
R&R INSURANCE SERVICES	3/2/2020	\$25,171.00	CT LWMMI
R.A. SMITH & ASSOC., INC.	2/27/2020	\$1,373.00	ENG WEYER RD QUIET ZONE
RALPH LANEY	4/20/2020	\$678.92	P&R RENTAL REFUND
RAMAKER & ASSOCIATES	3/11/2020	\$450.00	IT PILGRIMS REST DESKTOP SUPP
REINDERS, INC.	2/25/2020	\$41,842.36	P&R #83 TORO GM4000
REINDERS, INC.	2/25/2020	\$61,006.14	P&R #151 TO #96
REINDERS, INC.	3/9/2020	\$13,998.00	P&R NEW ZERO TURNS #88/#99
RENATA REUTER	4/29/2020	\$36.00	P&R PROGRAM CANCELLATION
RIBERTO QUINTERO	4/17/2020	\$150.00	CRT RESTITUTION
RICK MOON	4/16/2020	\$121.13	CT VOTING
ROBERT KEWAN	4/1/2020	\$65.26	IT JAN - MAR MILEAGE REIMB
ROBINSON, GWENN	4/16/2020	\$130.00	CT VOTING
ROBINSON, REECE	4/16/2020	\$110.50	CT VOTING
ROCKY POINT HOA	3/20/2020	\$10.51	P&R RENTAL REFUND
ROGAHN, SHIRLEY	4/16/2020	\$127.50	CT VOTING
ROMENS, RANDY	4/1/2020	\$39.67	BLD MILEAGE REIMB
ROTROFF JEANSON & CO.	3/2/2020	\$185.00	SW REVIEW PSC PROPOSAL
ROTROFF JEANSON & CO.	3/2/2020	\$362.00	CT 2019 STATEMENT OF TAXES PRE
RUEKERT & MIELKE, INC.	2/19/2020	\$3,388.75	ENG EROSION CONTROL REVIEW
RUEKERT & MIELKE, INC.	2/19/2020	\$351.94	ENG EROSION CONTROL REVIEW
RUEKERT & MIELKE, INC.	2/19/2020	\$350.39	ENG EROSION CONTROL REVIEW
RUEKERT & MIELKE, INC.	2/19/2020	\$323.89	ENG EROSION CONTROL REVIEW
RUEKERT & MIELKE, INC.	2/19/2020	\$350.39	ENG EROSION CONTROL INSPECTION
RUEKERT & MIELKE, INC.	2/19/2020	\$323.89	ENG EROSION CONTROL
RUEKERT & MIELKE, INC.	2/19/2020	\$198.00	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	2/19/2020	\$217.50	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	2/19/2020	\$2,049.50	ENG DESIGN
RUEKERT & MIELKE, INC.	2/19/2020	\$212.50	SW PROFESSIONAL FEES
RUEKERT & MIELKE, INC.	2/19/2020	\$15,161.30	SW DESIGN AND BIDDING SERVICES
RUEKERT & MIELKE, INC.	2/19/2020	\$2,818.80	SW PRELIM DESIGN STUDY
RUEKERT & MIELKE, INC.	2/19/2020	\$119.50	SW INSPECTION
RUEKERT & MIELKE, INC.	2/19/2020	\$1,606.30	SW DESIGN 26-10106
RUEKERT & MIELKE, INC.	3/19/2020	\$2,806.05	SW CONSTRUCTION ADMIN

RUEKERT & MIELKE, INC.	3/19/2020	\$639.50	SW PRELIM DESIGN STUDY
RUEKERT & MIELKE, INC.	3/19/2020	\$20,578.90	SW DESIGN AND BIDDING SERVICE
RUEKERT & MIELKE, INC.	3/19/2020	\$726.32	SW SCADA SERVICE
RUEKERT & MIELKE, INC.	3/19/2020	\$1,842.50	SW PRELIM DESIGN
RUEKERT & MIELKE, INC.	3/19/2020	\$2,052.96	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	3/19/2020	\$564.87	ENG EROSION CONTROL REVIEW
RUEKERT & MIELKE, INC.	3/19/2020	\$538.37	ENG EROSION CONTROL REVIEW
RUEKERT & MIELKE, INC.	3/19/2020	\$538.37	ENG EROSION CONTROL REVIEW
RUEKERT & MIELKE, INC.	3/19/2020	\$564.87	ENG EROSION CONTROL REVIEW
RUEKERT & MIELKE, INC.	3/19/2020	\$694.89	ENG EROSION CONTROL REVIEW
RUEKERT & MIELKE, INC.	3/19/2020	\$3,269.80	ENG DESIGN
RUEKERT & MIELKE, INC.	4/3/2020	\$485.66	ENG ERSN CONTROL INSP
RUEKERT & MIELKE, INC.	4/3/2020	\$485.66	ENG ERSN CONTROL REVIEW
RUEKERT & MIELKE, INC.	4/3/2020	\$512.16	ENG ERSN CONTROL REVIEW
RUEKERT & MIELKE, INC.	4/3/2020	\$565.16	ENG ERSN CONTROL REVIEW
RUEKERT & MIELKE, INC.	4/3/2020	\$485.66	ENG ERSN CONTROL REVIEW
RUEKERT & MIELKE, INC.	4/3/2020	\$216.63	ENG ADDITION 2 PHASE 3 WOODLEA
RUEKERT & MIELKE, INC.	3/19/2020	\$10,838.80	ENG DESIGN
RUEKERT & MIELKE, INC.	4/3/2020	\$5,804.50	ENG DESIGN
RUEKERT & MIELKE, INC.	4/3/2020	\$622.50	ENG DESIGN
RUEKERT & MIELKE, INC.	4/3/2020	\$10,573.00	ENG DESIGN AND BIDDING
RUF, SALLY	4/16/2020	\$185.00	CT VOTING
RUTH WARDINSKI	4/20/2020	\$32.00	P&R PROGRAM CANCELLATIONS
SADLER, JOHN & KATHLEEN	3/23/2020	\$42.00	P&R SPANISH LANGUAGE REFUND
SAFETY-KLEEN CORP	3/2/2020	\$60.00	HWY OIL FILTERS
SAFETY-KLEEN CORP	2/25/2020	\$143.00	HWY ANTIFREEZE
SANDI DEBYL	3/5/2020	\$50.00	HR KEYS REFUND
SAWALL, BRENDA	4/16/2020	\$127.50	CT VOTING
SCHOLTKA, JENNIFER	3/12/2020	\$330.00	P&R ZUMBA SESSION 21
SCHOLTKA, JENNIFER	3/2/2020	\$33.00	P&R SENIOR FIT SUB 3/2
SCOTT JAEGER	3/3/2020	\$811.00	CRT FORFEITURE REFUNDED
SCOTTIE HECHT	3/20/2020	\$126.12	P&R RENTAL REFUND
SEAT OF THE PANTS PRODUCTIONS LLC	3/12/2020	\$595.00	P&R CLASSES
SHAWNS DEER PICK UP	3/13/2020	\$156.00	HWY FEB DEER PICKUP
SHAWNS DEER PICK UP	4/3/2020	\$208.00	HWY MARCH DEER PICKUP
SHERWIN-WILLIAMS	3/9/2020	\$96.39	HWY PAINT AND SUPPLIES
SHERYL KISER	4/29/2020	\$54.00	P&R PROGRAM CANCELLATION
SHIELD SOLUTIONS	4/21/2020	\$297.00	FD VEHICLE WASH
SIGNS & LINES BY STRETCH	2/28/2020	\$1,859.58	FD TAHOE GRAPHICS
SLESAR, PAULA	4/16/2020	\$125.38	CT VOTING
SMITH, VALERIE A	3/17/2020	\$88.00	P&R FIRESIDE TRIP REFUND
SOFT WATER, INC.	3/1/2020	\$22.50	FD SOL SALT
SOFT WATER, INC.	3/1/2020	\$45.00	FD SOL SALT
SOFT WATER, INC.	3/31/2020	\$22.50	FD SOLAR SALT
SOFT WATER, INC.	3/31/2020	\$30.00	FD SOLAR SALT
STACIE PIKE	4/16/2020	\$55.25	CT VOTING
STATE OF WI COURT FINES & ASSMTS	3/6/2020	\$6,628.01	CRT MAR STATE SHARE COURT COST
STATE OF WI COURT FINES & ASSMTS	4/17/2020	\$13,757.61	CRT STATES SHARE OF COSTS
STONERIDGE MART	4/17/2020	\$3.99	CRT RESTITUTION

Strand Associates, Inc	3/11/2020	\$728.06	SW REVIEW OF GEOTECHNICAL NEED
Strand Associates, Inc	3/12/2020	\$201.48	SW LIFT STATION CAPACITY REVIE
STRYKER SALES CORPORATION	10/7/2019	\$2,169.00	FD ASSEMBLY GATEWAY
SUE ROCHE	4/20/2020	\$27.00	P&R PROGRAM CANCELLATIONS
SUSAN DZIEMINSKI	4/29/2020	\$145.00	P&R PROGRAM CANCELLATION
SUSAN SCHROEDER	2/24/2020	\$57.38	CT VOTING
SUSAN WILCOX	4/20/2020	\$16.00	P&R PROGRAM CANCELLATIONS
T/A TRUCK PAINTING, INC.	4/22/2020	\$927.50	FD LIGHT REPAIRS
TD AMERITRADE TRUST COMPANY	2/28/2020	\$50.00	CT LOAN REPAYMENT PD 2/28/20
TD AMERITRADE TRUST COMPANY	3/11/2020	\$50.00	CT LOAN REPAYMENT PD 3/13/20
THARMAN, JUDY	4/16/2020	\$89.25	CT VOTING
THOMAS HENNIG	4/29/2020	\$120.00	P&R PROGRAM CANCELLATION
THOMAS PERDZOCK	3/11/2020	\$150.00	AD DEER MANAGEMENT
THOMAS TRADEWELL JR.	2/25/2020	\$20.00	PLC OVERPAYMENT TICKET
THOMAS WILLIAMS	4/29/2020	\$145.00	P&R PROGRAM CANCELLATION
THOMAS, BRIAN	4/16/2020	\$46.75	CT VOTING
TODD MOKWA	4/16/2020	\$53.13	CT VOTING
TOM LAZAR	4/16/2020	\$110.50	CT VOTING
TOM'S TRAILERS, INC	2/19/2020	\$34.00	HWY COUPLER
TRACY KANE	4/16/2020	\$68.00	CT VOTING
USA BLUEBOOK	3/27/2020	\$1,764.19	SW FLOUROFILM
USPS	3/19/2020	\$2,500.00	SW POSTAGE
VAL ANDERSON	4/16/2020	\$110.50	CT VOTING
VALERIE TALSKY	3/17/2020	\$25.00	P&R COOKING DEMOS REFUND
VALLECHA, SANJAY & SHEFALI	3/20/2020	\$157.65	P&R RENTAL REFUND
VERIZON	2/12/2020	\$276.23	FD TELEPHONE
VERIZON	2/12/2020	\$96.45	FD TELEPHONE
VERIZON	3/12/2020	\$84.98	FD TELEPHONE
VERIZON	3/12/2020	\$276.21	FD TELEPHONE
VERIZON	2/23/2020	\$22.14	FD TELEPHONE
VERIZON	3/1/2020	\$216.08	SW TELEPHONE
VERIZON	3/23/2020	\$22.14	FD TELEPHONE
VERIZON	4/12/2020	\$276.21	FD TELEPHONE
VERIZON	4/12/2020	\$130.22	FD TELEPHONE
VESCIO, MARCEY	4/16/2020	\$68.00	CT VOTING
VISU-SEWER	2/18/2020	\$670.00	SW VACTOR
WATER REMEDIATION TECHNOLOGY	4/1/2020	\$3,534.57	SW BASE TREATMENT CHG
WATER REMEDIATION TECHNOLOGY	3/1/2020	\$3,534.57	SW BASE TREATMENT CHG
WAUKESHA CO SHERIFF'S DEPT	4/17/2020	\$60.00	CRT MARCH WARRANT FEE
WAUKESHA CO TECHNICAL COLLEGE	2/26/2020	\$132.88	FD TUITION
WAUKESHA CO TREASURER	3/12/2020	\$217,220.25	CT APRIL 2020 POLICE SERVICES
WAUKESHA CO TREASURER	3/6/2020	\$2,155.67	CRT COUNTY JAIL ASSESSMENTS
WAUKESHA CO TREASURER	3/16/2020	\$450.00	P&R LEARN TO SKATE
WAUKESHA CO TREASURER	4/17/2020	\$2,915.09	CRT COUNTY JAIL ASSESSMENTS
WAUKESHA CO TREASURER	4/14/2020	\$217,220.25	CT MUNICIPAL PATROL
WAUKESHA CO TREASURER	4/21/2020	\$11,981.97	CT DEPUTY OVERTIME
WAUKESHA COUNTY EMERGENCY MANAG	3/31/2020	\$1.10	FD PRINTER RIBBON & LAMINATE
WAUKESHA COUNTY EMERGENCY MANAG	3/17/2020	\$18.15	FD PRINTER RIBBON
WAUKESHA WATER UTILITY	4/1/2020	\$52,052.76	SW WATER AND WASTEWATER BILLS

WAYNE VAUGHN	4/29/2020	\$135.00	P&R PROGRAM CANCELLATION
WE ENERGIES	2/21/2020	\$16.90	P&R FLAG LIGHT
WE ENERGIES	2/21/2020	\$20.72	P&R FIELD LIGHTING
WE ENERGIES	2/21/2020	\$15.71	P&R ELECTRIC
WE ENERGIES	3/23/2020	\$22.29	P&R FIELD LIGHTING
WE ENERGIES	3/23/2020	\$16.80	P&R ELECTRIC
WE ENERGIES	3/23/2020	\$17.99	P&R FLAG LIGHT
WELLSPRING CONSTRUCTION GROUP	2/28/2020	\$3,725.00	AD CM FEE
WI DEPT OF JUSTICE-RECORDS CHECK	4/1/2020	\$208.00	HR EXAMS
WI DEPT OF JUSTICE-TIME	4/10/2020	\$150.00	CT TIME ACCESS
WI DNR	3/24/2020	\$45.00	SW MUNI WATERWORKS CERT
WI PARK AND RECREATION ASSOC	4/22/2020	\$75.00	HR JOB AD
WI RURAL WATER ASSOCIATION	2/18/2020	\$250.00	SW ANNUAL TECH CONFERENCE
WI RURAL WATER ASSOCIATION	2/18/2020	\$250.00	SW ANNUAL TECH CONFERENCE
WI RURAL WATER ASSOCIATION	4/1/2020	\$45.00	SW WATER INDUSTRY PROF RENEWAL
WIMMER, LISA	4/16/2020	\$252.88	CT VOTING
WIRTZ, MARY LOU	4/29/2020	\$54.00	P&R PROGRAM CANCELLATION
WISCONSIN DEPARTMENT OF TRANSPORT	4/1/2020	\$1,623.20	ENG DUPLAINVILLE RD DESIGN
WISCONSIN KENWORTH	2/18/2020	\$7.71	FD KNOB WITH INSERT
WISCONSIN KENWORTH	4/13/2020	\$483.92	FD TUBE ASSEMBLY
WISCONSIN LEGAL BLANK	2/14/2020	\$449.55	CT ABSENTEE ENV
WISCONSIN LEGAL BLANK	2/14/2020	\$1,098.90	CT ABSENTEE ENV
WISCONSIN LEGAL BLANK	2/14/2020	\$339.85	CT BLUE, WHITE PADS
WISCONSIN LEGAL BLANK	4/20/2020	\$197.50	CT BLUE AND WHITE PADS
WISCONSIN LEGAL BLANK	3/26/2020	\$1,298.00	CT ABSENTEE BALLOT ENV
WISCONSIN LEGAL BLANK	4/20/2020	\$444.00	PLC ENVELOPES
WISCONSIN LEGAL BLANK	4/20/2020	\$588.00	BLD ENVELOPES
WOLF CONSTRUCTION COMPANY	2/28/2020	\$281.76	HWY COLDMIX
XEROX CORPORATION	2/17/2020	\$54.72	SW LATE FEE
XEROX CORPORATION	4/1/2020	\$1,087.18	SW APR METER READ AND LEASE
XEROX CORPORATION	3/1/2020	\$289.55	SW COPIER/LEASE

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

DATE: May 4, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Bartender Licenses

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Bartenders 5/4/2020

<u>Individual Name</u>	<u>Establishment Name</u>	<u>Type</u>
Malik, Rabia	The Loft & Chapel	New

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

DATE: May 4, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Affirm Action Taken on March 14, 2020 Related to the Declaration of Health Emergency Regarding Coronavirus COVID-19 Pandemic

BACKGROUND:

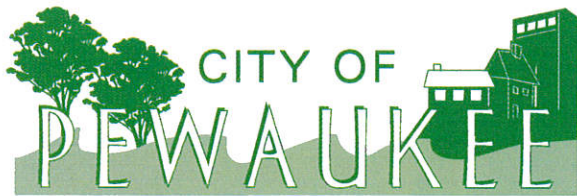
FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Signed Declaration of Health Emergency



Office of the Mayor

W240 N3065 Pewaukee Road

Pewaukee, Wisconsin 53072

Phone (262) 691-0770 Fax (262) 691-1798

sbierce@pewaukee.wi.us

Declaration of Health Emergency Regarding Coronavirus COVID-19 Pandemic

Whereas, the President of the United States, Donald Trump, has declared a Nation Emergency due to the Coronavirus on March 13, 2020; and

Whereas, the Governor of the State of Wisconsin, Tony Evers, declared a State of Emergency due to the Coronavirus on March 12, 2020 City of Pewaukee

Whereas, Waukesha County declared a State of Emergency due to the Coronavirus on March 13, 2020 and activated their Emergency Operations Center (EOC) to a virtual level; and

Whereas, the City of Pewaukee Common Council is unable to meet with promptness;

Whereas, pursuant to Sections 323.11 and 323.14(4)(b) of the Wisconsin Statutes it is necessary and expedient for the health, safety, welfare and good order of the City to proclaim that emergency conditions exist; and

Whereas, due to the Coronavirus COVID-19 Pandemic Emergency Responders of the City of Pewaukee has caused to expend, commit and exhaust its pertinent available resources; and

Whereas, the City of Pewaukee has requested State assistance and advises the State of Wisconsin of our Emergency; and

NOW THEREFORE, pursuant to Wisconsin State Statutes Section 323.11, as Mayor of the City of Pewaukee, I hereby declare a State of Emergency in the City of Pewaukee and direct City personnel to do whatever is necessary and expedient for the health, safety, protection and welfare of persons and property within the City of Pewaukee

Signed this 14th day of March, 2020

Colleen Brown – Council President
City of Pewaukee

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

DATE: May 4, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Concur with the Recommendations of Statewide Insurance and Disallow the Claim Related to a Water Main Break at East Parkway Meadow Circle and Stillwater Lane on January 12, 2020

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Mueller Report

Disallowance Recommendation



**Department of Public Works
Water & Sewer Utility**

W240N3065 Pewaukee Road • Pewaukee, WI 53072

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

Email: publicworks@pewaukee.wi.us

To Whom It May Concern:

1/12/2020 Water Main Break E. Parkway Meadow Circle

The City of Pewaukee Water & Sewer Utility was notified of a water main break at approximately 3:45 pm on Sunday January 12, 2020. The break took place in the intersection of E. Parkway Meadow Circle at Still Water Ln. at approximate address N24W24052 E. Parkway Meadow.

Utility crews arrived on the scene at approximately 4:20pm, the water was approximately one foot deep in the roadway. The water was shut off at approximately 4:35pm.

At the time of the break, water was flowing down the road into the storm sewer grates. The water also followed down the driveway to the underground garage at W241N2507 E. Parkway Meadow an 8 family condo building. Unfortunately the drains inside the parking garage and at the entrance of the garage were plugged. The Fire Department tried to clear the drains as best as they could and the Utility staff brought in a pump to pump the structure down. It is my understanding that they (Condo Association?) hire a company to come in to clean the garage.)

At approximately 6:30pm, our underground repair contractor arrived on site. Their excavation discovered that a stone worked its way into the water main trench wore away the side of the PVC pipe. (The water main was installed in the late 1980's/early 1990's.) The hole caused the 12" water main to split horizontally approximately 5 feet in length.

Crews worked throughout the night to repair the water main and restore water service to approximately 24 residence within the affected area of the break. Water service was restored by approximately 5:00 am.

At this time the Utility has been contacted by 3 residents of the W241N2507 E. Parkway Meadow condo building. They will be filing a damage claim:

Julayne Ealy – W241N2507 E. Parkway Meadow Unit 4

Laurie Wirth – W241N2507 E. Parkway Meadow Unit 8

Jennifer Arellano – W241N2507 E. Parkway Meadow Unit unknown

We will continue to provide more details if and when they arise. Please contact me with any questions at (262)691-0804.

Sincerely,
Jane E. Mueller
Utility Manager
City of Pewaukee Water & Sewer

Statewide Services, Inc.

Claim Division

**1241 John Q Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555**

VIA E-MAIL ONLY

April 23, 2020

City of Pewaukee
Attn: Ms. Ami Hurd, Deputy Clerk
W240N3065 Pewaukee Rd.
Pewaukee, WI 53072

RE: Our Claim #: WM000672700129
Date of Loss: 01/12/2020

Claimant:	Prospect Management Co. 224 N. 76th St. Milwaukee, WI 53213	Laurie Wirth W241N2507 E. Parkway Meadow Cr. #8 Pewaukee, WI 53072
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and

Ajit Chirme
W241N2507 E. Parkway Meadow Cr., #2
Pewaukee, WI 53072

Loss location: Meadows of Riverpark Condominiums
W241N2507 E. Parkway Meadow Cr.
Pewaukee, WI 53072

Dear Ms. Hurd:

As you know, Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Pewaukee. As discussed, we are in receipt of the above-stated claim(s) regarding water damage to the claimants' property on account of a break to the City water main.

As further discussed, our investigation has revealed that the City was not negligent for this incident. Therefore, we recommend that the City disallow this claim(s) pursuant to the Wisconsin Statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will shorten the statute of limitations period to six months.

This loss is on account of a water main break which City operations did not cause, thus, City staff has no liability for creating the break. City staff had no prior notice that there was a problem with the water main; thus, staff was unable to take measure to prevent the break from occurring. Finally, WI Statute 893.80 affords the City discretionary immunity for their governmental action or decisions "...a) to adopt a water works system; b) to select and place pipe in the ground; and c) in the continued existence of such pipe". Therefore, we recommend that the claim(s) be disallowed.

Note: I spoke with Condominium Board Member and Treasurer, Mr. Chris Wolf, and he alleges that an unnamed male City employee or official asserted at the scene that the City was at fault for the loss, and that the City would pay for damages. I spoke with the City Utility Manager, Ms. Jane Mueller, and she is unaware that any of her staff suggested such to Mr. Wolf. Assuming, however, that it is proven that a City employee or official in fact made such a statement to Mr. Wolf, said individual would have been speaking out of turn, and neither the City nor Statewide Services, Inc. is bound by such a statement.

I have enclosed a sample Notice of Disallowance for your use, should you choose to use it, or you may use your own. Please send your disallowance, on your letterhead, directly to the claimants at their above listed address. These letters should be sent certified or registered (restricted) mail, they should be sent to the claimants within 120 days after you received the claim.

Thank you, Ami, for your attention to the above, and please do not hesitate to contact me with any questions.

Best regards,

Doug Detlie

Douglass A. Detlie
Casualty Claims Specialist
Office: 608-828-5503
Fax: 800-720-3512
E-mail: ddetlie@statewidesvcs.com

[Cc Rick Kalscheuer, Agent](#)

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

DATE: May 4, 2020

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding a Request to Extend the Approval Time Frame of Conditional Use Permit No. CUP-19-12-1 for The Waters Senior Living Management, LLC Development located at approximately W239 N2492 Pewaukee Road (PWC 0919-991 & PWC 0919-995) [Fuchs].

BACKGROUND:

Section 17.0505a. of the City's Zoning Code states, "Any approving action by the Common Council will be valid only if the conditional use is recorded by the County Register of Deeds and the use or operation commenced within six (6) months from the date of such action."

The applicant has indicated that under ideal conditions this time frame would not be feasible, but there have been further delays due to the COVID-19 pandemic.

A letter from the applicant is attached that further details their request.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

A motion to extend the Conditional Use Permit approval for The Waters Senior Living Management, LLC development located at approximately W239N2492 Pewaukee Road (PWC 0919991 & 0919995) through December 2, 2021 as requested by the applicant.

ATTACHMENTS:

Description

Applicant Cover Letter

Conditional Use Permit

March 26, 2020

Deborah C. Tomczyk
Direct Dial: 414-298-8331
dtomczyk@reinhartlaw.com

SENT BY E-MAIL and US MAIL TO:
fuchs@pewaukee.wi.us

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

Re: The Waters Senior Living Management, LLC Conditional Use Permit

Dear Nick:

As we discussed, The Waters Senior Living Management, LLC ("Waters") is requesting an extension of conditional use permit CUP-19-12-1 issued by the City of Pewaukee for housing for elderly or assisted living housing units. The extension is necessary to remain in compliance with Pewaukee Code section 17.0505a. which provides that, "Any approving action by the Common Council will be valid only if the conditional use is recorded by the County Register of Deeds and the use or operation commenced within six (6) months from the date of such action."

It would be infeasible to plan, acquire, construct and open the proposed Waters senior living community in six months under the best of circumstances. But, of course, COVID-19 has created more challenging circumstances with the development and operation of such a project. Waters needs additional time to obtain loan financing, equity investments, competitive construction bids, as well as final building permits before the project can commence.

Considering these challenges, Waters respectfully requests that the City afford through December 2, 2021 to commence operations (i.e. to close on the purchase of the land and start construction) at its planned senior housing community. The CUP will be recorded at the time of the land closing.

Nick Fuchs, Planner and
Community Development Director
City of Pewaukee
March 26, 2020
Page 2

Please let me know if there is anything more that you or others at the City need to consider this request.

Yours very truly,

Deborah C. Tomczyk

43301366

cc Mr. John Hunsicker (by e-mail)
Ms. Lori Strommen (by e-mail)

**A COVENANT
REGARDING THE ISSUANCE OF A
CONDITIONAL USE PERMIT
BY THE
CITY OF PEWAUKEE**

**TAX KEY NUMBER(S)
OR PARCEL(S) INVOLVED:** **CONDITIONAL USE
PERMIT:
NO. CUP-19-12-1**

PWC 0919991 & PWC 0919995

LEGAL DESCRIPTION:

0919991

Part of the Southwest Quarter of Section 14, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows: Beginning at a point on the West line of the Southwest Quarter of Section 14, said point being due South of an 1022.57 feet distant from the West Quarter corner of said Section; thence continuing due South along said West line, 175.00 feet; thence due East, 278.58 feet; thence due North, 175.00 feet; thence due West 278.58 feet to the place of beginning. Excepting Therefrom the West 50 feet for highway purposes. Further Excepting Therefrom those lands conveyed in Warranty Deed filed February 25, 2003, as Document No. 2939466.

0919995

Parcel 1: That part of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Fourteen (14), Township Seven (7) North of Range Nineteen (19) East, bounded and described as follows to wit: Beginning at the Northwest corner of the Southwest Quarter of the Southwest Quarter aforesaid, on the West line of said Section; thence East on Subdivision line of said Section, Twenty (20) chains to a post; thence South six (6) chains and twenty-five (25) links to a post on the division line; thence West twenty (20) chains to a post on the section line, thence North on said Section line six (6) chains and twenty-five (25) links to the place of beginning.

Parcel 2: That part of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Fourteen (14), Township Seven (7) North of Range Nineteen (19) East, bounded and described as follows to wit: Commencing at a point eighteen (18) rods and ten and one-half (10 ½) links North on the Section line from the Southwest corner of said Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Fourteen (14), running thence South eighteen (18) rods and ten and one-half (10 ½) links to the last mentioned corner; thence East eighty (80) rods to the one-eighth (1/8th) line; thence North on the one-eighth (1/8th) line five (5) chains and ninety (90) links to the center of Old Plank Road; thence in a Northwesterly direction along the center of said plank Road, nine (9) chains to a stake; thence South and parallel with the West line of said Section twenty-four (24) rods and four (4) links to a stake; thence West fifty (50) rods to the place of beginning. Excepting that parcel conveyed to Libby M. Hagedorn by Quit Claim Deed filed May 1, 1968, as Document Nos. 711495 and 711496 being bounded and described as follows: Beginning at a point on the West line of the Southwest 1/4 of Section 14, said point being due South and

Recording area

Name & Return Address

City of Pewaukee
W240N3065 Pewaukee Rd
Pewaukee, WI 53072

1022.57 feet distant from the West 1/4 corner of said Section; thence continuing due South along said West line, 175.00 feet; thence due East 278.58 feet; thence due North 175.00 feet; thence due West 278.58 feet to the place of beginning. Excepting the West 50 feet thereof for highway purposes. Also excepting the land conveyed to Waukesha County by Warranty Deed filed June 25, 2003, as Document 3013002. Less and except that part of the Southwest Quarter of Section 14, Township 7 North, Range 19 East, more particularly described as follows: Beginning at a point on the West line of said Section 14 that is 1197.57 feet South 0 degrees 10 minutes 12 seconds East of the West Quarter corner of said section; thence continuing South 0 degrees 10 minutes 12 seconds East 541.87 feet along said West line to a point on the owners Southerly property line; thence South 89 degrees 19 minutes 42 seconds East 50.01 feet along said Southerly property line to a point; thence North 0 degrees 10 minutes 12 seconds West 542.61 feet to a point on the South line of those lands described in Volume 1120 of Deeds, Page 580 of Waukesha County records; thence South 89 degrees 49 minutes 48 seconds West 50.00 feet along said property line to the point of beginning. Also those lands described on Reel 177 of Records, as Image 454, Waukesha County Records, that lie between the following described centerline of relocated CTH "SS" and a line 50.00 feet Southwesterly of said centerline as measured normal to it. Said centerline is described as follows: Commencing at the East Quarter corner of Section 15, Township 7 North, Range 19 East, Town of Pewaukee; thence South 0 degrees 10 minutes 12 seconds East 71.08 feet to a point; thence North 56 degrees 7 minutes 12 seconds West 429.46 feet to the point of beginning of said centerline; thence South 61 degrees 36 minutes 16 seconds East 613.55 feet to a point of curve; thence along the arc of a 3 degrees 0 minutes 0 seconds curve 370.30 feet to a point, said curve having a center lying to the Southwest, a radius of 1909.86 feet and a long chord of 369.72 feet bearing South 55 degrees 09 minutes 00 seconds East; thence South 50 degrees 29 minutes 43 seconds East 399.43 feet to a point of curve; thence along the arc of a 3 degree 0 minute 0 seconds curve 203.93 feet to a point, said curve having a center lying to the northeast, a radius of 1909.86 feet, and a long chord of 203.84 feet bearing South 53 degrees 33 minutes 15 seconds East; thence South 56 degrees 36 minutes 48 seconds East 600 feet to a point; said point being the end of said relocated centerline of CTH "SS".

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

The Waters Senior Living Management, LLC

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

WHEREAS, The City Plan Commission has held a meeting on November 21st, 2019; has reviewed the various elements of the petitioners proposal; and has recommended that a Conditional Use Permit be granted to the above named petitioner for the property/parcel identified above; and,

WHEREAS, The City Common Council, held a public hearing meeting held on December 2nd, 2019.

NOW, THEREFORE, let it be known that the City Common Council by its action on December 2nd, 2019 has, hereby, granted a Conditional Use Permit for the following use(s):

Housing for elderly or assisted living housing units under Pewaukee Ordinance 17.0416(c)(2).

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

1. The subject approval includes the following modifications as recommended by the Plan Commission:
 - a. The main senior living facility is allowed up to 131 units, opposed to the maximum 40-units allowed per Section 17.0416c.(2)(d) of the City's Zoning Code.
 - b. A parking reduction from Section 17.0416c.(2)(h) is allowed in accordance with the parking quantities as shown on the Site Plan dated _____, 2019. The future parking illustrated on the site plan shall be included within the storm water management calculations and be subject to paving as deemed necessary by the applicant or Plan Commission.
 - c. Building height for the senior living building may be increased greater than the Rm-3 maximum building height of 35-feet as allowed by Section 17.0901f. of the City's Zoning Code and as shown on the Plan Commission approved building elevations.
 - d. The front yard setback for the senior cottages may be reduced to 30-feet, opposed to the Rm-3 minimum front yard setback of 35-feet.
 - e. The Certified Survey Map approved as part of this development may be recorded prior to installation and acceptance of the public infrastructure. These improvements are subject to a separate development agreement, which shall be executed prior to the recording of the Certified Survey Map.
2. Sidewalks shall be placed within a public access easement and maintenance agreement to be recorded with the Waukesha County Register of Deeds, prior to issuance of a Building Permit.
3. The enclosure for the generator shall be constructed of materials that matches that of the principal building.
4. All buildings shall be a minimum of 20-feet apart and constructed of noncombustible materials as approved by the Fire Chief.
5. All rooftop and ground mechanicals shall be screened from public view. A mechanical plan shall be submitted and approved by City Staff, prior to the issuance of a Building Permit.
6. Grading shall not encroach into the drip line of the existing tree line along the south property line.
7. Applicant shall enter into an agreement with the City of Pewaukee providing that in the event the land and/or building to be developed here under be exempt from general property taxation at any time, that such property shall be subject to an annual payment in lieu of taxes to the City by the owner(s) of the property in an amount that would be equal to the amount that would be levied as the annual City general property tax upon the real and personal property were it not exempt from taxation. Such payments to the City shall be due and payable from time to time as and when general property taxes are due and payable. The agreement shall be recorded in the Office of the Register of Deeds for Waukesha County prior to the issuance of a Building Permit.
8. Road B on the Site Plan shall be eliminated and replaced with a private drive that provides ingress/egress from Watertown Road (CTH M) to the senior facility.
9. Talon Drive shall be a two-way through street.
10. Common Council hereby approves the proposed street name of Waters Lane, barring objections from Waukesha County.
11. Wisconsin Department of Natural Resources approval shall be granted for all impacts to wetlands and wetland setbacks prior to the issuance of a Building Permit.

12. All remaining wetland and wooded areas that are not being disturbed must be protected onsite by orange construction fencing or other means that ensures these areas will be protected throughout construction.
13. A detailed Landscape Plan shall be submitted to City staff for review and approval, prior to issuance of a Building Permit. The final landscape plan shall include foundation plantings and plantings around all three monument signs.
14. Final grading, erosion control, and storm water management plans shall be approved by the Engineering Department, prior to any land disturbing activities.
15. Applicant shall provide, for Engineering Department review and approval, storm water pond access easements and shall enter into a storm water maintenance agreement with the City. All easements and agreements shall be recorded with the Waukesha County Register of Deeds prior to the issuance of a Building Permit. Further all easements shall be illustrated on the Site Plan and Certified Survey Maps. All easements and agreements shall prohibit encroachments of structures and other improvements into the easement areas and shall allow the City to remove encroachments, at the owner's expense, if the owner fails to remove the encroachments within 45 days following written notice from the City.
16. The development shall be allowed three monument signs as illustrated on the Site Plan, to be reviewed and approved by City Staff, and subject to issuance of a Sign Permit through the Building Services Department, prior to installation. The proposed signs shall comply with Section 17.0700 of the City's Zoning Code. Further, the signs at the Hawk's Meadow entrance and between the cottages and the main building shall be 50% the size of the monument sign located adjacent to Watertown Road.
17. The Site Plan shall be revised, subject to Staff review and approval, to include as many side entry garages as possible for the senior cottages.
18. A gate shall be installed across the driveway to the main senior living facility from Road A.
19. Building elevations for all building are subject to staff review and approval prior to issuance of a Building Permit.
20. A recorded copy of the cross access agreement with the property to the north, the Crossroads Care Center of Pewaukee (N27 W23977 Watertown Road), shall be provided to City staff prior to issuance of a Building Permit.

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

Attest:

Signature of equitable owner

Date

Kelly Tarczewski
City Clerk

Steve Bierce
Mayor, City of Pewaukee

Date

State of Wisconsin
County of Waukesha

Signed or attested before me on _____, 2019 by Steve Bierce, Mayor and Kelly
Tarczewski, Clerk.

(Seal)

Ami Hurd

My Commission expires _____

This instrument was drafted by Ami Hurd, Deputy Clerk

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

DATE: May 4, 2020

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Approve the Installation of (3) Boiler Chemical Feed Takes to the (3) Boilers Located in City Hall [Klein / Kewan]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Proposal

Water Technology

BREDAN

April 28, 2020

ATTENTION: Bobby Kewan

SUBJECT: Installation of 3-Boiler Chemical Feed Tanks with Filter Cartridges

Dear Bobby:

BREDAN Mechanical Systems, Inc. appreciates the opportunity to submit our proposal to provide and install 3-Boiler Chemical Feeds tanks for areas (Sheriff's department, main office/court room and one system for the 2 boilers in maintenance department) due to high Oxygen and PH levels. This will help with system scaling, corrosion and any major issues with boilers in the future.

Scope of work: 3-Boiler Chemical Feed Tanks with Filter Cartridges.

- Provide and install 3 (three) stainless steel tanks with filter cartridges
- Provide and install all necessary piping and isolation valves
- Install 3 system scrubbing filters to each filter cartridge.
- Let system clean for 2 weeks to take out any impurities in system before chemical treatment is added.
- Added recommended chemicals to system.
- Tech will need to revisit site to check chemical levels until they are at the proper levels
- Labor and material

Our price to provide the work as described above is **\$12,700.00**, (Twelve thousand and seven hundred dollars)

Pricing for all work described has been based on working during normal business hours, Monday through Friday, 7:00 am – 4:00 pm. Premium rates would be added for work after such hours or on weekends.

BREDAN Mechanical Systems, Inc. looks forward to working with you on this project. If you have any questions in regards to the above, please contact me.

Sincerely,

Larry Pierce

Approval:

BREDAN Mechanical Systems, Inc.

HEATING • VENTILATION • AIR CONDITIONING
Industrial • Commercial • Institutional
Engineering • Construction • Service
Sheet Metal • Piping • Controls • Refrigeration

Company: Bredan Mechanical
Address: City of Pewaukee
W240 N3065 Pewaukee Road
City: Pewaukee, WI 53072

Date: 03/12/20
Account Number: 1005351

Attention: Mr. John Herr, Bredan
Copy:

HOT WATER SYSTEMS: The following hot water systems were tested:

- Main Office
- Sheriff's Office
- Maintenance Garage

All three systems are untreated for corrosion protection. Cleaning, flushing and treating the systems with closed system corrosion inhibitor is recommended.

Please provide boiler make/model and estimated system volume for each system for complete recommendations

SAMPLE	P Alk	M Alk	OH Alk	C-312	Hard- ness	Ca Hard		Mo	NO ₂	Appear.		pH	COND
ppm as	CaCO ₃	CaCO ₃	CaCO ₃	%	CaCO ₃	CaCO ₃		Mo	NO ₂				umhos
Hot Water Systems													
Main Office	30	280	0					0	<25			8.9	780
Sheriffs Office	10	60	0					0	<25			8.7	295
Maint. Garage	10	80	0					0	<25			8.6	670

KEY:		WITHIN RECOMMENDED RANGE. NO ADJUSTMENT NEEDED.
		SLIGHTLY OUT OF RANGE. SEE COMMENTS FOR ACTION REQUIRED.
		OUT OF RANGE. CORRECTIVE ACTION REQUIRED.

CONTROL RANGES

Hot Water	100-500		0						400-600			9.0-10.5	
Hot Water (Al)	10-100		0					50-100	150-275			6.0-8.5	

TREATMENT	Recommended Addition	Treatment Added	INVENTORY
	gal/100 gal	gal	gal
	gal/1000 gal	gal	gal
	lb/100 gal	lb	lb

SYSTEM VOLUME	
System	Volume
Main Office	n/a gal
Sheriff's Office	n/a gal
Maint. Garage	n/a gal

HOH WATER TECHNOLOGY, INC.
500 South Vermont
Palatine, Illinois 60067
847-358-7400

REPORTED BY: Tim Shaffer
Area Manager
920-450-5323
tshaffer@hohwatertechnology.com

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

DATE: May 4, 2020

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action to Approve the Swan View Farms Phase 1 Development Agreement and Establish the Amount of the Letter of Credit [Wagner]

BACKGROUND:

Development that involve the construction of public infrastructure require a development agreement and letter of credit. The Swan View Farms subdivision development consists of 59 single family lots that will be created East of Swan Road and West of the Century Farm Road termini in Broken Hill Subdivision. This is Phase 1 of the proposed development. The subdivision has public infrastructure for roads, lift station, sanitary sewer, water main, and storm sewer which will be installed to support the development of the parcel.

The attached construction cost spreadsheet indicates the cost is \$4,755,245. After adding 20% as required in our Ordinances, the recommended value of the letter of credit be established by the Common Council at \$5,706,294.

FINANCIAL IMPACT:

All City costs are paid by the Developer with the exception of sewer cost share previously authorized by the Common Council on January 20, 2020, estimated at \$474,986. This cost share will ultimately be assessed to the benefited properties by the Utility at a future date.

Long term financial impacts were not reviewed.

RECOMMENDED MOTION:

We recommend the Common Council approve the Swan View Farms Development Agreement, contingent upon any requirements of the City Attorney and City Engineer, and establish the initial amount of the letter of credit at \$5,706,294 in a form approved by the City Attorney.

ATTACHMENTS:

Description
Preliminary Plat
Bid Summary for LOC

Zoning District Summary

**SINGLE-FAMILY
RESIDENTIAL DISTRICT Rs-4**
LOT AREA = 20,000 s.f. min.
LOT WIDTH = 110 feet (at setback)

SETBACK
Street = (minimum) 40 feet
Side = 20 feet
Rear = 35 feet
Wetland = 25 feet

PRELIMINARY PLAT OF SWAN VIEW FARMS

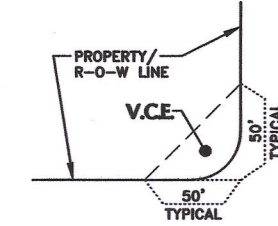
BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND ALL OF THE NORTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

LEGEND

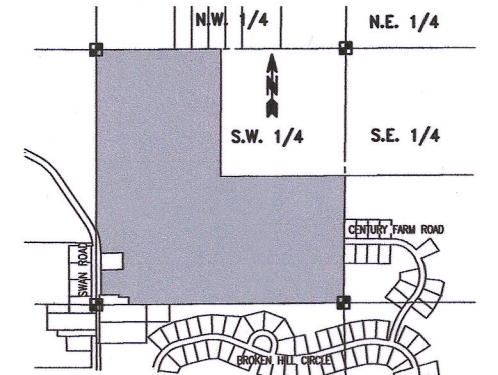
—	INDICATES SOIL BORING LOCATION
—	INDICATES EXISTING WATERMAIN
—	INDICATES PROPOSED WATERMAIN
—	INDICATES EXISTING SANITARY SEWER
—	INDICATES PROPOSED SANITARY SEWER
—	INDICATES EXISTING STORM SEWER
—	INDICATES PROPOSED STORM SEWER
—	INDICATES EXISTING CONTOUR

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

Lots 1, 3, 8, 9, 14, 20, 25, 55, 56, 59, 60, 66, 67, and Outlots 2 and 3 are herein subject to a Vision Corner Easement as shown on this plat. Vision corner easements to be granted to the Village of Summit No structure of any kind shall be permitted within a vision corner which exceeds 2 feet above the intersection except for necessary highway and traffic signs, public utility lines and open fences, through which there is clear vision, nor shall any plant material be permitted which obscures safe vision of the approaches to the intersection.



VISION CORNER EASEMENT DETAIL



LOCALITY MAP:
SW 1/4, SEC. 2, T. 7 N., R. 19 E.
SCALE: 1"=1000'

BASEMENT RESTRICTION FOR GROUNDWATER NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single and multi-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

BASEMENT RESTRICTION FOR BEDROCK NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single and multi-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of bedrock near the ground surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer be consulted regarding the construction of basements in these areas where bedrock may be present near the ground surface. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

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

Lots 1, 3, 8, 9, 14, 20, 25, 55, 56, 59, 60, 66, 67 and Outlots 2 & 3 are subject to a Vision Corner Easement as shown on this Plat in that the height of all plantings, berms, fences, signs or other structures within the Vision Corner Easement is limited to 24 inches above the elevation of the center of the intersection. No access to any roadway shall be permitted within the Vision Corner Easement.

WETLAND / P.E.C. DELINEATION NOTE:

Wetland boundaries shown herein were field delineated by Onida Total Integrated Enterprises (OTIE) (Scott M. Horzen) on April 20, 2016 and provided in digital format. Primary Environmental Corridor (P.E.C.) boundaries shown herein were taken from SEWRPC records.

HORIZONTAL DATUM PLANE:

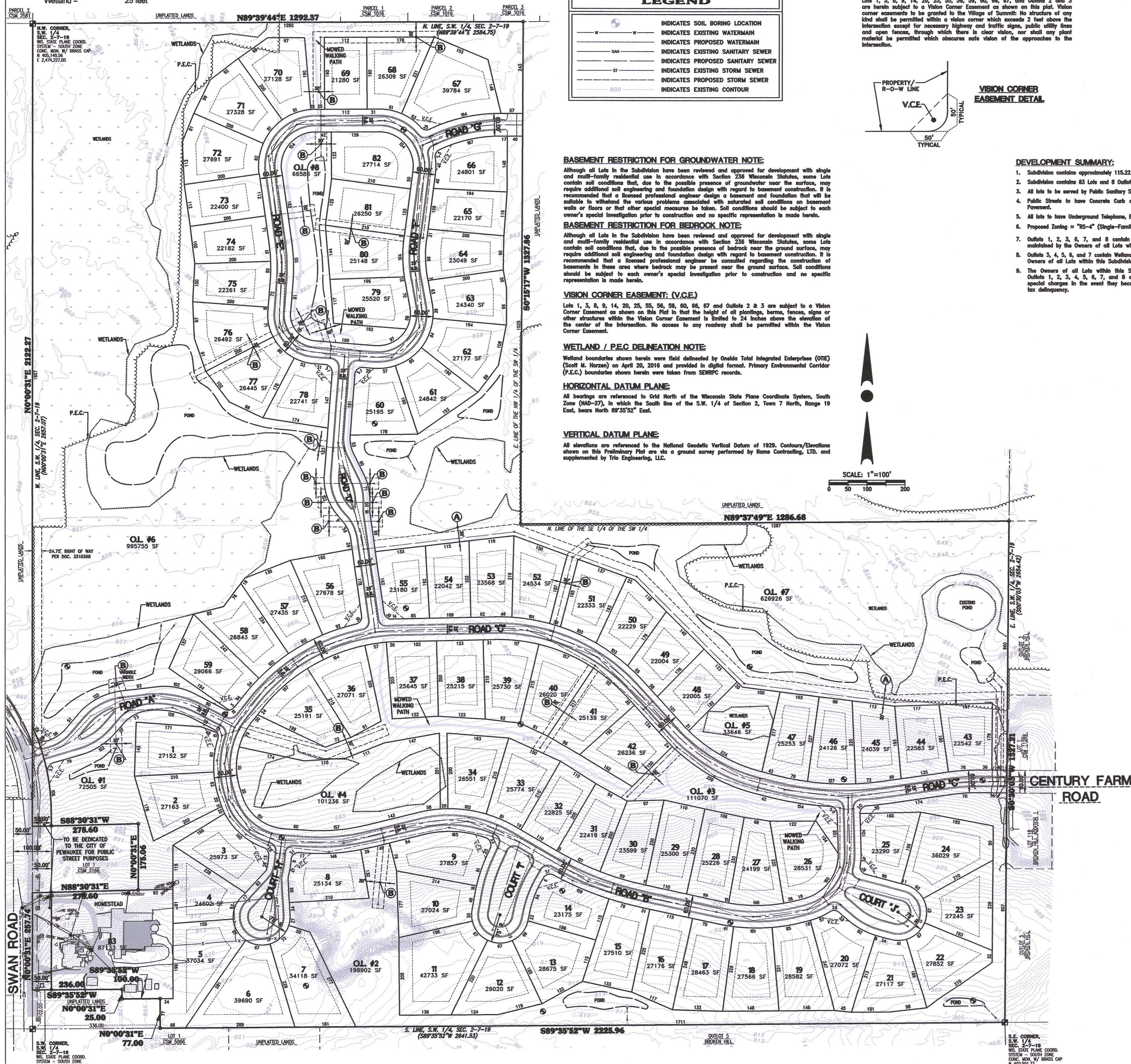
All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-83), in which the South line of the S.W. 1/4 of Section 2, Town 7 North, Range 19 East, bears North 89°35'52" East.

VERTICAL DATUM PLANE:

All elevations are referenced to the National Geodetic Vertical Datum of 1929. Contours/Elevations shown on this Preliminary Plat are via a ground survey performed by Rams Contracting, LTD. and supplemented by Trio Engineering, LLC.

SCALE: 1"=100'

EASEMENT LEGEND:	
(A)	30' WIDE PUBLIC SANITARY SEWER EASEMENT
(B)	30' WIDE PUBLIC STORM SEWER AND DRAINAGE EASEMENT



JOB NUMBER: 16-024-789-01 SHEET: 1 OF 1	DESCRIPTION: PRELIMINARY PLAT	REVISIONS: 	PROJECT: SWAN VIEW FARMS SINGLE FAMILY RESIDENTIAL SUBDIVISION VILLAGE OF PEWAUKEE, WISCONSIN BY: BWC INVESTMENTS, LLC. 12250 W. NORTH AVE. BLDG. D BROOKFIELD, WISCONSIN 53005 PHONE: (262) 790-1480 FAX: (262) 790-1481	DEVELOPER: BWC INVESTMENTS, LLC. 12250 W. NORTH AVE. BLDG. D BROOKFIELD, WISCONSIN 53005 PHONE: (262) 790-1480 FAX: (262) 790-1481 AGENCIES HAVING THE AUTHORITY TO OBJECT: - State of Wisconsin, Department of Administration - Waukesha County, Department of Parks and Land Use APPROVING AUTHORITY: - Village of Pewaukee	SURVEYOR'S CERTIFICATE: I hereby certify that this Preliminary Plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of the Subdivision and Platting Code of the Village of Pewaukee. Date: 8-17-18  
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Phase 1

Sanitary

Item	Unit Price	Units	Quantity	Cost
1	\$ 90.00	LF	5486	\$ 493,740.00
2	\$ 486.00	LF	35	\$ 17,010.00
3	\$ 2,900.00	EA	59	\$ 171,100.00
4	\$ 3,125.00	EA	31	\$ 96,875.00
5	\$ 39.00	LF	1355	\$ 52,845.00
6	\$ 33.00	LF	1747	\$ 57,651.00
7	\$ 65.00	LF	194	\$ 12,610.00
8	\$ 3,500.00	EA	4	\$ 14,000.00
9	\$ 30,000.00	LS	1	\$ 30,000.00
10	\$ 220.00	LF	176	\$ 38,720.00
11	\$ 4,190.00	LF	2	\$ 8,380.00
12	\$ 7,900.00	EA	1	\$ 7,900.00
13	\$ 379,000.00	LS	1	\$ 379,000.00
				\$ 1,379,831.00

Water

1	\$ 85.00	LF	1386	\$ 117,810.00
2	\$ 2,715.00	EA	6	\$ 16,290.00
3	\$ 57.00	LF	4720	\$ 269,040.00
4	\$ 1,260.00	EA	18	\$ 22,680.00
5	\$ 5,625.00	EA	16	\$ 90,000.00
6	\$ 2,200.00	EA	59	\$ 129,800.00
				\$ 645,620.00

Storm

1	\$ 52.00	LF	1271	\$ 66,092.00
2	\$ 53.00	LF	812	\$ 43,036.00
3	\$ 54.00	LF	1129	\$ 60,966.00
4	\$ 53.00	LF	1394	\$ 73,882.00
5	\$ 69.00	LF	625	\$ 43,125.00
6	\$ 82.00	LF	611	\$ 50,102.00
7	\$ 105.00	EA	95	\$ 9,975.00
8	\$ 910.00	EA	3	\$ 2,730.00
9	\$ 1,015.00	EA	1	\$ 1,015.00
10	\$ 1,122.00	EA	5	\$ 5,610.00
11	\$ 1,270.00	EA	2	\$ 2,540.00
12	\$ 1,655.00	EA	1	\$ 1,655.00
13	\$ 2,090.00	EA	58	\$ 121,220.00
14	\$ 2,350.00	EA	32	\$ 75,200.00
15	\$ 2,165.00	EA	4	\$ 8,660.00
16	\$ 6,720.00	EA	6	\$ 40,320.00
17	\$ 50.00	LF	65	\$ 3,250.00
18	\$ 40.00	LF	54	\$ 2,160.00
				\$ 611,538.00

Grading

1	\$ 1,230,680.00	LS	1	\$ 1,230,680.00
2	\$ 46,600.00	LS	1	\$ 46,600.00
				\$ 1,277,280.00

Paving

1	\$ 13.40	LF	13620	\$ 182,508.00
2	\$ 25.60	LF	255	\$ 6,528.00
3	\$ 7.25	SF	2650	\$ 19,212.50
4	\$ 380.00	EA	9	\$ 3,420.00
5	\$ 450.00	EA	2	\$ 900.00
6	\$ 35.50	SY	860	\$ 30,530.00
7	\$ 12.20	SY	260	\$ 3,172.00
8	\$ 39.80	SY	50	\$ 1,990.00
9	\$ 20.20	SY	18310	\$ 369,862.00
10	\$ 32.50	SY	1840	\$ 59,800.00
11	\$ 840.00	EA	23	\$ 19,320.00
12	\$ 7.85	SY	18310	\$ 143,733.50
				\$ 840,976.00

Total Phase 1 Costs

\$ 4,755,245.00

20% Add

\$ 5,706,294.00

New Berlin Grading, Inc

19400 W. Lincoln Ave. New Berlin, WI 53146

Office: 262.542.1772

Fax: 262.542.2894

Date: 3/1/2020

Project: Swan View Farms – Interim Grading Plan phase 1 & 2

Plan Date: 2/12/20 phase 1 & 2/21/20 phase 2

Bid Includes:

Tracking Mat
Construct Diversion Berms
Construct and Maintain Temporary Sediment Basins
Clean out temp sed basins
Construct/Backfill Sumps in Temporary Ponds
Level Spreaders
Strip Topsoil - Stockpile On-Site
Rough Grade Site to Interim Grading Plan
Pick-up Sewer Spoils from Ph. I (Estimated 38,000 C.Y.)
Pick-up Sewer Spoils from Ph. II (Estimated 19,000 C.Y.)
Handle free trucked in fill 98,000 CY for phase 2
Maintain access for trucks, sweeping and dust control
Compaction of Site Structural Fills
Use on-site Clay for Clay-Liner in Ponds
Finish Grade Roads
Finish Grade Ponds
Backfill Curbs
Topsoil Respread for Lots, Islands, and ROW's
Topsoil Respread Stripped Area
Remove Asphalt and Saw Cut at Swan Road Intersection as Indicated on Plan
Cut to Subgrade for New Asphalt Section
Traffic Control and Barricades
Furnish and Install 15" CMP's for Drives at Swan Road Intersection (\$3,500)
"Road Closed" Type III Barricade on Century Farm Road
Abandonment of Septic System Indicated on Sheet C1.4

Bid Price:

Phase 1: \$1,230,680

Phase 2: \$736,000

Swan View Road Work: \$46,600

Total: \$2,013,280



TO: CARL TOMICH - WESTRIDGE BUILDERS
 FROM: MIKE DRETZKA
 RE: SWAN VIEW FARMS PH. 1 - PER REVISED PLANS DATED 2/12/20 COST INCREASE BREAKDOWN

02-Mar-20

Item #	Description	Quantity	Units	Unit Price	Ext. Price
SANITARY					
8	LINE SANITARY MANHOLES	4.00	EACH	\$3,500.00	\$14,000.00
9	ROCK REMOVAL	1.00	L.S.	\$30,000.00	\$30,000.00
10	8" PVC C900 SANITARY difference from 13' depth	176.00	L.F.	\$130.00	\$22,880.00
11	AIR RELEASE MANHOLE	2.00	L.F.	\$4,190.00	\$8,380.00
12	DEEP MANHOLE	1.00	EACH	\$7,900.00	\$7,900.00
13	LIFT STATION - W/ GENERATOR, ELECTRICAL, HVAC, CONC. PADS FOR BUILDING. - GENERATOR BUILDING BY OTHERS	1.00	L.S.	\$179,000.00	\$179,000.00
TOTAL SANITARY:					\$262,160.00
WATER MAIN					
2	12" VALVE	2.00	EACH	\$2,715.00	\$5,430.00
5	HYDRANT W/ LEAD & VALVE	1.00	EACH	\$5,625.00	\$5,625.00
TOTAL WATER:					\$11,055.00
STORM					
1	12" RCP - GRAVEL BF	-783.00	L.F.	\$52.00	-\$40,716.00
2	15" RCP - GRAVEL BF	583.00	L.F.	\$53.00	\$30,899.00
3	18" RCP - GRAVEL BF	-212.00	L.F.	\$54.00	-\$11,448.00
4	21" RCP - GRAVEL BF	224.00	L.F.	\$53.00	\$11,872.00
5	24" RCP - GRAVEL BF	299.00	L.F.	\$69.00	\$20,631.00
6	30" RCP - GRAVEL BF	236.00	L.F.	\$82.00	\$19,352.00
8	15" FES W/ RIP RAP	-1.00	EACH	\$910.00	-\$910.00
9	18" FES W/ RIP RAP	-1.00	EACH	\$1,015.00	-\$1,015.00
10	24" FES W/ RIP RAP	2.00	EACH	\$1,122.00	\$2,244.00
13	INLET	5.00	EACH	\$2,090.00	\$10,450.00
15	FIELD INLET	1.00	EACH	\$2,165.00	\$2,165.00
18	15" CMP W/ FES	65.00	L.F.	\$50.00	\$3,250.00
19	8" PVC W/ FES	54.00	L.F.	\$40.00	\$2,160.00
TOTAL STORM:					\$48,934.00



TO: CARL TOMICH - WESTRIDGE BUILDERS
 FROM: MIKE DRETZKA
 RE: SWAN VIEW FARMS PHASE 2

02-Mar-20

Item #	Description	Quantity	Units	Unit Price	Ext. Price
SANITARY					
1	8" PVC MAIN - GRAVEL BF	1,149.00	L.F.	\$115.00	\$132,135.00
2	6" PVC LATERALS	23.00	EACH	\$2,750.00	\$63,250.00
3	MANHOLE	7.00	EACH	\$3,160.00	\$22,120.00
4	ROCK REMOVAL	1,700.00	L.F.	\$102.00	\$173,400.00
5	8" PVC C900 SANITARY > 15' DEEP - GRAVEL BF	1,639.00	L.F.	\$229.00	\$375,331.00
6	DEEP MANHOLE	11.00	EACH	\$7,900.00	\$86,900.00
7	RISER	9.00	EACH	\$1,920.00	\$17,280.00

TOTAL SANITARY:	\$870,416.00
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WATER MAIN					
1	12" PVC MAIN - GRAVEL BF	1,405.00	L.F.	\$86.00	\$120,830.00
2	12" VALVE	5.00	EACH	\$2,715.00	\$13,575.00
3	8" PVC MAIN - GRAVEL BF	1,167.00	L.F.	\$59.00	\$68,853.00
4	8" VALVE	3.00	EACH	\$1,330.00	\$3,990.00
5	HYDRANT W/ LEAD & VALVE	7.00	EACH	\$5,677.00	\$39,739.00
6	1 1/4" PE SERVICE	23.00	EACH	\$2,210.00	\$50,830.00

TOTAL WATER:	\$297,817.00
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STORM					
1	12" RCP - GRAVEL BF	845.00	L.F.	\$56.00	\$47,320.00
2	15" RCP - GRAVEL BF	795.00	L.F.	\$55.00	\$43,725.00
3	15" RCP - SPOIL BF	350.00	L.F.	\$48.00	\$16,800.00
4	18" RCP - GRAVEL BF	235.00	L.F.	\$50.00	\$11,750.00
5	21" RCP - GRAVEL BF	57.00	L.F.	\$52.00	\$2,964.00
6	24" RCP - GRAVEL BF	50.00	L.F.	\$73.00	\$3,650.00
7	30" RCP - GRAVEL BF	278.00	L.F.	\$85.00	\$23,630.00
8	12" FES W/ RIP RAP	3.00	EACH	\$915.00	\$2,745.00
9	15" FES W/ RIP RAP	5.00	EACH	\$915.00	\$4,575.00
10	18" FES W/ RIP RAP	1.00	EACH	\$1,020.00	\$1,020.00
11	21" FES W/ RIP RAP	1.00	EACH	\$1,130.00	\$1,130.00
12	24" FES W/ RIP RAP	1.00	EACH	\$1,140.00	\$1,140.00
13	30" FES W/ RIP RAP	1.00	EACH	\$1,275.00	\$1,275.00
14	INLET	28.00	EACH	\$2,195.00	\$61,460.00
15	MANHOLE	5.00	EACH	\$2,400.00	\$12,000.00
16	FIELD INLET	3.00	EACH	\$2,250.00	\$6,750.00
17	OUTLET STRUCTURE W/ GRATES	2.00	EACH	\$6,200.00	\$12,400.00

TOTAL STORM:	\$254,334.00
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TOTAL PROJECT:	\$1,422,567.00
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UPI, LLC. IS A CERTIFIED MBE/DBE MINORITY BUSINESS

PRICE DOES NOT INCLUDE BOND FEES

QUANTITIES LISTED ARE "PROPOSED" QUANTITIES, U.P.I. WILL BE PAID ON A PER UNIT INSTALLED BASIS.

ALL TRENCH SPOIL MATERIAL IS TO BE LEFT CAST ON SITE

ENGINEERING, SURVEY, PERMITS & INSPECTION FOR THE ABOVE LISTED ITEMS IS NOT INCLUDED.

LANDSCAPE OR PAVEMENT RESTORATION IS NOT INCLUDED EXCEPT WHERE NOTED

ROCK EXCAVATION (IF REQUIRED) WILL BE AT \$260.00 PER C.Y.

HEAVY OR FORMAL DEWATERING (IF REQUIRED) WILL BE CHARGED ON A TIME AND MATERIAL BASIS.

PAYMENT TO BE RECEIVED WITHIN 30 DAYS OF MONTHLY INVOICE.

1 1/2% INTEREST CHARGED ON ALL PAST DUE BALANCES

AGREED & ACCEPTED BY: _____

DATE: _____

MBE & DBE CERTIFIED

UPI, LLC [P] 262-548-9451 [F] 262-548-0904



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

TO: CARL TOMICH - WESTRIDGE BUILDERS
FROM: MIKE DRETZKA
RE: SWAN VIEW FARMS PHASE 2 - CITY COST BREAKDOWN

02-Mar-20

Item #	Description	Quantity	Units	Unit Price	Ext. Price
DEEP SANITARY FOR FUTURE					
4	ROCK REMOVAL	1,700.00	L.F.	\$102.00	\$173,400.00
5	8" PVC C900 SANITARY > 15' DEEP - GRAVEL BF	1,639.00	L.F.	\$229.00	\$375,331.00
6	DEEP MANHOLE	11.00	EACH	\$7,900.00	\$86,900.00
7	RISER	9.00	EACH	\$1,920.00	\$17,280.00
TOTAL SANITARY:					\$652,911.00
SANITARY					
1	8" PVC MAIN - GRAVEL BF	1,639.00	L.F.	\$115.00	\$188,485.00
3	MANHOLE	11.00	EACH	\$3,160.00	\$34,760.00
TOTAL SANITARY:					\$223,245.00
CITY COST VARIANCE:					\$429,666.00



TO: CARL TOMICH - WESTRIDGE BUILDERS
 FROM: MIKE DRETZKA
 RE: SWAN VIEW FARMS PH. 1 - PER REVISED PLANS DATED 2/12/20

02-Mar-20

Item #	Description	Quantity	Units	Unit Price	Ext. Price
SANITARY					
1	8" PVC MAIN - GRAVEL BF	5,486.00	L.F.	\$90.00	\$493,740.00
2	8" PVC MAIN - SLURRY BF W/ ASPHALT RESTORATION	35.00	L.F.	\$486.00	\$17,010.00
3	6" PVC LATERALS	59.00	EACH	\$2,900.00	\$171,100.00
4	MANHOLE	31.00	EACH	\$3,125.00	\$96,875.00
5	OFF SITE LATERALS STUBBED TO PROPERTY (CONN BY OTHERS)	1,355.00	L.F.	\$39.00	\$52,845.00
6	4" FORCE MAIN - SPOIL BF	1,747.00	L.F.	\$33.00	\$57,651.00
7	4" FORCE MAIN - GRAVEL BF	194.00	L.F.	\$65.00	\$12,610.00
8	LINE SANITARY MANHOLES	4.00	EACH	\$3,500.00	\$14,000.00
9	ROCK REMOVAL	1.00	L.S.	\$30,000.00	\$30,000.00
10	8" PVC C900 SANITARY > 15' DEEP - GRAVEL BF	176.00	L.F.	\$220.00	\$38,720.00
11	AIR RELEASE MANHOLE	2.00	L.F.	\$4,190.00	\$8,380.00
12	DEEP MANHOLE	1.00	EACH	\$7,900.00	\$7,900.00
13	LIFT STATION - W/ GENERATOR, ELECTRICAL, HVAC, CONC. PADS FOR BUILDING. - GENERATOR BUILDING BY OTHERS	1.00	L.S.	\$379,000.00	\$379,000.00

TOTAL SANITARY:	\$1,379,831.00
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WATER MAIN					
1	12" PVC MAIN - GRAVEL BF	1,386.00	L.F.	\$85.00	\$117,810.00
2	12" VALVE	6.00	EACH	\$2,715.00	\$16,290.00
3	8" PVC MAIN - GRAVEL BF	4,720.00	L.F.	\$57.00	\$269,040.00
4	8" VALVE	18.00	EACH	\$1,260.00	\$22,680.00
5	HYDRANT W/ LEAD & VALVE	16.00	EACH	\$5,625.00	\$90,000.00
6	1 1/4" PE SERVICE	59.00	EACH	\$2,200.00	\$129,800.00

TOTAL WATER:	\$645,620.00
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STORM					
1	12" RCP - GRAVEL BF	1,271.00	L.F.	\$52.00	\$66,092.00
2	15" RCP - GRAVEL BF	812.00	L.F.	\$53.00	\$43,036.00
3	18" RCP - GRAVEL BF	1,129.00	L.F.	\$54.00	\$60,966.00
4	21" RCP - GRAVEL BF	1,394.00	L.F.	\$53.00	\$73,882.00
5	24" RCP - GRAVEL BF	625.00	L.F.	\$69.00	\$43,125.00
6	30" RCP - GRAVEL BF	611.00	L.F.	\$82.00	\$50,102.00
7	36" RCP - GRAVEL BF	95.00	EACH	\$105.00	\$9,975.00
8	15" FES W/ RIP RAP	3.00	EACH	\$910.00	\$2,730.00
9	18" FES W/ RIP RAP	1.00	EACH	\$1,015.00	\$1,015.00
10	24" FES W/ RIP RAP	5.00	EACH	\$1,122.00	\$5,610.00
11	30" FES W/ RIP RAP	2.00	EACH	\$1,270.00	\$2,540.00
12	36" FES W/ RIP RAP	1.00	EACH	\$1,655.00	\$1,655.00
13	INLET	58.00	EACH	\$2,090.00	\$121,220.00
14	MANHOLE	32.00	EACH	\$2,350.00	\$75,200.00
15	FIELD INLET	4.00	EACH	\$2,165.00	\$8,660.00
16	OUTLET STRUCTURE W/ GRATES	6.00	EACH	\$6,720.00	\$40,320.00
18	15" CMP W/ FES	65.00	L.F.	\$50.00	\$3,250.00
19	8" PVC W/ FES	54.00	L.F.	\$40.00	\$2,160.00

UPI, LLC [P] 262-548-9451 [F] 262-548-0904



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

TOTAL STORM:	\$611,538.00
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TOTAL PROJECT:	\$2,636,989.00
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UPI, LLC. IS A CERTIFIED MBE/DBE MINORITY BUSINESS

PRICE DOES NOT INCLUDE BOND FEES

QUANTITIES LISTED ARE "PROPOSED" QUANTITIES, U.P.I. WILL BE PAID ON A PER UNIT INSTALLED BASIS.

ALL TRENCH SPOIL MATERIAL IS TO BE LEFT CAST ON SITE

ENGINEERING, SURVEY, PERMITS & INSPECTION FOR THE ABOVE LISTED ITEMS IS NOT INCLUDED.

LANDSCAPE OR PAVEMENT RESTORATION IS NOT INCLUDED EXCEPT WHERE NOTED

ROCK EXCAVATION (IF REQUIRED) WILL BE AT \$260.00 PER C.Y.

HEAVY OR FORMAL DEWATERING (IF REQUIRED) WILL BE CHARGED ON A TIME AND MATERIAL BASIS.

PAYMENT TO BE RECEIVED WITHIN 30 DAYS OF MONTHLY INVOICE.

1 1/2% INTEREST CHARGED ON ALL PAST DUE BALANCES

AGREED & ACCEPTED BY: _____

DATE: _____

UPI, LLC [P] 262-548-9451 [F] 262-548-0904



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

TO: CARL TOMICH - WESTRIDGE BUILDERS
FROM: MIKE DRETZKA
RE: SWAN VIEW FARMS PH. 1 - PER REVISED PLANS DATED 2/12/20 CITY COST RESPONSIBILITY

06-Mar-20

Item #	Description	Quantity	Units	Unit Price	Ext. Price
DEEP SANITARY FOR FUTURE					
1	ROCK REMOVAL	1.00	L.S.	\$30,000.00	\$30,000.00
2	8" PVC C900 SANITARY > 15' - GRAVEL BF	176.00	L.F.	\$220.00	\$38,720.00
3	DEEP MANHOLE	1.00	EACH	\$7,900.00	\$7,900.00
4	30' DEEP LIFT STATION ADDITIONAL COST	1.00	L.S.	\$22,000.00	\$22,000.00
TOTAL SANITARY:					\$98,620.00
ORIGINAL SANITARY DEPTH					
1	8" PVC SDR35 MAIN - GRAVEL BF	176.00	L.F.	\$90.00	\$15,840.00
2	MANHOLE	1.00	EACH	\$3,125.00	\$3,125.00
TOTAL SANITARY:					\$18,965.00
CITY COST VARIANCE:					\$79,655.00

UPI, LLC. IS A CERTIFIED MBE/DBE MINORITY BUSINESS

PRICE DOES NOT INCLUDE BOND FEES

QUANTITIES LISTED ARE "PROPOSED" QUANTITIES, U.P.I. WILL BE PAID ON A PER UNIT INSTALLED BASIS.

ALL TRENCH SPOIL MATERIAL IS TO BE LEFT CAST ON SITE

ENGINEERING, SURVEY, PERMITS & INSPECTION FOR THE ABOVE LISTED ITEMS IS NOT INCLUDED.

LANDSCAPE OR PAVEMENT RESTORATION IS NOT INCLUDED EXCEPT WHERE NOTED

ROCK EXCAVATION (IF REQUIRED) WILL BE AT \$260.00 PER C.Y.

HEAVY OR FORMAL DEWATERING (IF REQUIRED) WILL BE CHARGED ON A TIME AND MATERIAL BASIS.

PAYMENT TO BE RECEIVED WITHIN 30 DAYS OF MONTHLY INVOICE.

1 1/2% INTEREST CHARGED ON ALL PAST DUE BALANCES

AGREED & ACCEPTED BY: _____

DATE: _____

MBE & DBE CERTIFIED

**ASPHALT / CONCRETE
PAVING CONTRACTOR**

12845 W Burleigh Rd
Brookfield, Wisconsin 53005
Telephone 414-466-7820
FAX 262-784-6840

An Equal Opportunity Employer



To:	Westridge Builders	Contact:	Carl Tomich
Address:	N8 W22270 Johnson Dr Waukesha, WI 53086	Phone:	
		Fax:	
Project Name:	Swan View Farms	Bid Number:	
Project Location:	Swan Road, Pewaukee, WI	Bid Date:	8/21/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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1 2020

1	30" MOUNTABLE CURB & GUTTER	13,620.00	LF	\$13.40	\$182,508.00*
2	30" VERT FACE CURB & GUTTER @ SWAN VIEW BLVD. ISLAND	255.00	LF	\$25.60	\$6,528.00*
3	4" CONC WALK WITH 4" BASE COURSE, INCLUDING SAWING & REMOVAL OF ASPHALT PATH	2,650.00	SF	\$7.25	\$19,212.50*
4	DETECTABLE WARNING FIELDS @ H.C. RAMPS	9.00	EACH	\$380.00	\$3,420.00*
5	CONC. BULL NOSES @ SWAN VIEW BLVD. ISLAND	2.00	EACH	\$450.00	\$900.00*
6	10" STONE & 5" ASPHALT SWAN ROAD	860.00	SY	\$35.50	\$30,530.00
7	STONE SHOULDER SWAN ROAD	260.00	SY	\$12.20	\$3,172.00
8	ASPHALT DRIVE SWAN ROAD	50.00	SY	\$39.80	\$1,990.00
9	10" STONE & 3.25" BINDER	18,310.00	SY	\$20.20	\$369,862.00
10	6' ASPHALT PATH	1,840.00	SY	\$32.50	\$59,800.00

Total Price for above 1 2020 Items: \$677,922.50

2 2021

11	INTERIM INLETS	23.00	EACH	\$840.00	\$19,320.00*
12	FINAL 1.75" SURFACE INCLUDING MILLING FLANGE	18,310.00	SY	\$7.85	\$143,733.50

Total Price for above 2 2021 Items: \$163,053.50

Notes:

- As required by the Wisconsin Lien law, Stark Pavement Corporation, Inc., hereby notifies you that persons or companies furnishing labor or material for construction on your land may have lien rights on your land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned, are those who contract directly with you or those who give you notice within 60 days after they first furnished labor or material for the construction. Accordingly, you will probably receive notice from those who furnish labor or material for the construction, you should give a copy of each notice received to your mortgage lender, if any. We agree to cooperate with you and your lender, if any, to see that all potential lien claimants are duly paid.

INSURANCE:

Our proposal includes the attached certificate of liability coverage and contractors blanket additional insured endorsement. If the contract requires higher limits of coverage as listed below, add accordingly to our proposal.

CG2010 & CG2037 (07/04) ADD: \$500.00

CG2010 & CG2037 (10/01) ADD: \$1,000.00

Umbrella to be primary/non-contributory ADD: \$1,000.00

Waiver of subrogation ADD: \$100.00

- Price reflects asphalt placement in temperatures at or above 40°F; if required by the Prime Contractor's schedule to place asphalt in temperatures lower than 40°F, Stark Pavement Corporation, Inc., will not be held liable for damage or defects attributed to temperature or other weather conditions.

Concrete = \$231,888
PI = 92,238
324,126

Asphalt
PI 609,087
206,736
815,823

**ASPHALT / CONCRETE
PAVING CONTRACTOR**

12845 W Burleigh Rd
Brookfield, Wisconsin 53005
Telephone 414-466-7820
FAX 262-784-6840
An Equal Opportunity Employer



To:	Westridge Builders	Contact:	Carl Tomich
Address:	N8 W22270 Johnson Dr Waukesha, WI 53086	Phone:	
		Fax:	
Project Name:	Swan View Farms - Phase 2	Bid Number:	
Project Location:	Swan Road, Pewaukee, WI	Bid Date:	2/28/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1 2020					
1	30" MOUNTABLE CURB & GUTTER	5,220.00	LF	\$13.90	\$72,558.00
2	Concrete Snow Noses @ Island	2.00	EACH	\$400.00	\$800.00
9	10" STONE & 3.25" BINDER (3LT)	6,880.00	SY	\$20.60	\$141,728.00
Total Price for above 1 2020 Items:					\$215,086.00

2 2021					
11	INTERIM INLETS	16.00	EACH	\$880.00	\$14,080.00
12	FINAL 1.75" SURFACE (4LT) INCLUDING MILLING FLANGE	6,880.00	SY	\$7.85	\$54,008.00
Total Price for above 2 2021 Items:					\$68,088.00

Alternate #1

100	Concrete Walk @ H.c. Ramps, Including Detectable Warning Fields	4.00	EACH	\$1,200.00	\$4,800.00
Total Price for above Alternate #1 Items:					\$4,800.00

Alternate #2

200	Year 2021 C&g & Binder W/ Year 2022 Interim Inlets & Surface	1.00	LS	\$11,000.00	\$11,000.00
Total Price for above Alternate #2 Items:					\$11,000.00

Notes:

- As required by the Wisconsin Lien law, Stark Pavement Corporation, Inc., hereby notifies you that persons or companies furnishing labor or material for construction on your land may have lien rights on your land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned, are those who contract directly with you or those who give you notice within 60 days after they first furnished labor or material for the construction. Accordingly, you will probably receive notice from those who furnish labor or material for the construction, you should give a copy of each notice received to your mortgage lender, if any. We agree to cooperate with you and your lender, if any, to see that all potential lien claimants are duly paid.
- INSURANCE:**
Our proposal includes the attached certificate of liability coverage and contractors blanket additional insured endorsement. If the contract requires higher limits of coverage as listed below, add accordingly to our proposal.
CG2010 & CG2037 (07/04) ADD: \$500.00
CG2010 & CG2037 (10/01) ADD: \$1,000.00
Umbrella to be primary/non-contributory ADD: \$1,000.00
Waiver of subrogation ADD: \$100.00
- Price reflects asphalt placement in temperatures at or above 40°F; if required by the Prime Contractor's schedule to place asphalt in temperatures lower than 40°F, Stark Pavement Corporation, Inc., will not be held liable for damage or defects attributed to temperature or other weather conditions.

Concrete: 92,238
Asphalt: 206,736

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

DATE: May 4, 2020

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action to Approve the Amendment to the Developer's Agreement for BBC Northmound, LLC
[Wagner]

BACKGROUND:

The BBC Northmound LLC Developer's Agreement requires a number of items be completed prior to Occupancy being granted to the building. The Developer is seeking occupancy of the building, but some items that are required to be completed cannot be due to weather conditions and material availability. After review by City Staff, it has been determined these items would not impact the safety, occupancy, or operations associated with the building. As such, we have drafted the proposed Amendment to the Developer's Agreement which will allow for the occupancy and give new deadlines for the remaining work to be completed.

FINANCIAL IMPACT:

There are no financial impacts to the City.

RECOMMENDED MOTION:

The Common Council approve the amendment to the BBC Northmound Developer's Agreement contingent on City Attorney and City Engineer approval.

ATTACHMENTS:

Description

Developers Agreement

DA Amendment

DEVELOPER'S AGREEMENT
FOR
BBC NORTHMOUND, LLC
CITY of PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this 26 day of Apr. 1, 2019, between BBC NORTHMOUND, LLC, a Wisconsin limited liability company, 3885 N Brookfield Rd #200, Brookfield, WI 53045, hereinafter called "DEVELOPER", and the CITY OF PEWAUKEE in the County of Waukesha and the State of Wisconsin, hereinafter called the "CITY".

WITNESSETH:

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

WHEREAS, the DEVELOPER desires to develop SUBJECT LANDS for commercial or industrial purposes by use of the standard regulations as set forth in the municipal ordinance regulating land development; and

WHEREAS, the development requires that the DEVELOPER make and install any public improvements reasonably necessary and that the DEVELOPER provide financial security to ensure that the DEVELOPER will make these improvements within a reasonable time; and

WHEREAS, said SUBJECT LANDS are presently zoned M-2 – Limited Industrial District, which allows the above-described development; and

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

WHEREAS, the SUBJECT LANDS are located within a "Wellhead Protection Area" of the City, regulated under City Ordinance §16.0300 attached); and

WHEREAS, due to this location, City Ordinance §16.0300 includes stringent regulations respecting development and operational criteria related to use of the SUBJECT LANDS requiring restrictions to be incorporated within this agreement; and

WHEREAS, the DEVELOPER and CITY desire to enter into this agreement in order to ensure that the DEVELOPER will make and install all public improvements which are reasonably necessary and further that the DEVELOPER shall dedicate the public improvements to the CITY, provided that said public improvements are constructed to municipal specifications, all applicable government regulations and this agreement without cost to the CITY; and

WHEREAS, the DEVELOPER agrees to develop and use SUBJECT LANDS as herein described in accordance with this agreement, conditions approved by the CITY Plan Commission and CITY Common Council, conditions of certain agencies and individuals in the County, all CITY ordinances and all laws and regulations governing said development; and

WHEREAS, the Plan Commission and Common Council of the CITY have given conditional approval to the development, conditioned in part upon the DEVELOPER and the CITY entering into a DEVELOPER's Agreement, as well as other conditions as approved by the CITY Common Council.

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

DEVELOPER'S COVENANTS

SECTION I. IMPROVEMENTS

A. **PUBLIC STREETS**: The DEVELOPER hereby agrees that:

1. Prior to the start of construction of improvements, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all public street plans are in conformance with all Federal, State and CITY specifications, regulations and ordinances, and written proof from the CITY Engineer evidencing review and approval of said plans.
2. The DEVELOPER shall grade and install all planned public streets in accordance with the preliminary plat, approved development plan of said development or subdivision, or final plat as the case may be and the plans and specifications on file in the CITY Public Works office.
3. The first lifts of the public streets will be completed no later than 1 year from the date of this agreement, or as extended by the Director of Public Works.
4. The final lift of asphalt shall be placed on all public streets after at least one winter season, but not later than 2 years from the date of this agreement, unless extended by the Director of Public Works.
5. The DEVELOPER shall maintain public streets until the first lift of asphalt has been placed on the public street.
6. The DEVELOPER shall comply with the specifications for all public facilities set forth in the City of PEWAUKEE Specifications. Record drawings, including digital as-built plans, shall be provided to all appropriate City departments as required by the City of PEWAUKEE Specifications on file in the office of the Department of Public Works prior to any building permits being issued.
7. Contractors working on the development are required to clean up all mud, dirt, stone or debris on the streets no later than the end of each working day. The CITY shall make a reasonable effort to require the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up the same or to hold the subject property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving a notice from the

CITY. If said mud, dirt, stone or debris are not cleaned up after notification, the CITY will do so at the DEVELOPER's and/or subject property owner's expense, at the option of the CITY.

B. SANITARY SEWER: No public sanitary sewer.

C. WATER: The DEVELOPER hereby agrees that: [SEP]

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the water system plans for the relocation of the fire hydrant and related piping (the "Water Public Improvements") are in conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Engineer has approved said plans.

2. DEVELOPER shall construct, furnish, install and provide the Water Public Improvements for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the CITY Clerk's office and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of water systems in the CITY and as approved by the CITY Engineer. [SEP]

3. The DEVELOPER shall furnish "as built" plans showing changes from the construction plans, pursuant to specifications approved by the CITY Engineer. Subject to intellectual property rights, said "as built" plans shall be on reproducible mylar and digital file, and shall include field locations and hydrant valves and curb stops, if any. [SEP]

4. That no occupancy permits shall be issued until the Water Public Improvements for the SUBJECT LANDS has been dedicated to and accepted by the CITY. [SEP]

D. SURFACE AND STORMWATER DRAINAGE: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, specifically excluding the dynamic compaction which is governed by a separate agreement between the DEVELOPER and the CITY, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that all surface and stormwater drainage facilities and erosion control plans are in conformance with all Federal, State and CITY regulations, guidelines, specifications, laws and ordinances, and written proof that the CITY Engineer has reviewed and approved said plans. In particular, details for the design of the proposed retaining walls shall be submitted, detailing depth and width of the footings below grade, depth of clay outside the retaining wall, backfill materials to be used and means of draining trapped water from behind the wall. The design of the retaining walls must be approved by the CITY Engineer prior to start of construction.

2. At least one (1) week prior to construction of the clay liner within the stormwater ponds, the source of the clay material shall be provided to the CITY Public Works office, together with at least three (3) sets of Standard (or Modified) Proctor tests, Atterberg Limit tests, grain size distribution and permeability tests of the source material, and estimates of quantity of material to be imported for review by CITY consultants. Specifications for construction of the clay liner shall generally follow the NRCS Wisconsin Construction Specification 300 with the following exceptions:
 - a. Standard or Modified Proctor testing shall occur at a frequency of one (1) test per five hundred (500) cubic yards of clay liner;
 - b. field density tests will occur at a frequency of one (1) test per each fifty (50) foot grid per one (1) foot thickness of clay liner;
 - c. Atterberg Limit tests shall occur at a frequency of one (1) test per one hundred fifty (150) cubic yards of clay liner;
 - d. Grain size distribution testing will occur at a frequency of one (1) test per one hundred fifty (150) cubic yards of clay liner; and
 - e. Permeability testing shall occur at a frequency of one (1) test per five hundred (500) cubic yards of clay liner

with no fewer than two (2) tests within each pond. GESTRA Engineering, Inc. shall be retained by the CITY at DEVELOPER'S expense to document and certify the installation of the clay liners.

3. In the event the design of any wet detention facility is intended to be used as a sediment basin during construction, it shall be completed prior to any other construction activity associated with the project.
4. To provide CITY with the recorded Stormwater Maintenance Agreement and erosion control permit has been issued.
5. To construct, install, furnish and provide adequate facilities for surface and stormwater drainage throughout the development with adequate capacity to transmit the anticipated flow from the development and adjacent property, in accordance with all plans and specifications on file in the CITY Public Works office, and all applicable federal, state, county and CITY regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by the CITY Engineer including where necessary as determined by the CITY Engineer, curb, gutter, storm sewers, catch basins and infiltration/retention/detention basins.
6. That the site grading and construction of surface and stormwater drainage facilities shall be completed and approved by the CITY before any occupancy permits are issued.
7. To maintain roads free from mud and dirt from construction of the development.
8. That the CITY retains the right to require DEVELOPER to install additional surface and stormwater drainage measures if it is determined by the CITY Engineer that the original

surface and stormwater drainage plan as designed and/or constructed does not provide reasonable stormwater drainage within the development and surrounding area.

9. To comply with the specifications for all public facilities set forth in the City of Pewaukee specifications. Record drawings, including digital as-built plans, shall be provided to all appropriate City departments as required by the City of Pewaukee specifications on file in the office of the Department of Public Works prior to any building permits being issued.
10. Following occupancy, DEVELOPER shall arrange for an annual independent inspection of the clay liners to ensure functional integrity and shall provide CITY with a copy of the report.

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

1. Prior to commencing site grading and excavation, the DEVELOPER shall provide to the CITY written certification from the DEVELOPER'S Engineer or Surveyor that said plan, once implemented, shall meet all federal, state, county and local regulations, guidelines, specifications, laws and ordinances, including proof of notification of land disturbances to the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the CITY Engineer, and the Army Corps of Engineers, if applicable, have approved said plans.
2. The DEVELOPER shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the State of Wisconsin Department of Natural Resources, if applicable, and written proof that the CITY Engineer, and the Army Corps of Engineers, if applicable, have approved said plans.
3. All disturbed areas shall be restored to the satisfaction of the CITY Public Works within seven (7) days of disturbance. Any cash or letter of credit posted with the CITY will not be released until the CITY Public Works is satisfied that no further erosion measures are required.
4. The DEVELOPER shall comply with the specifications for all public facilities set forth in the City of PEWAUKEE Specifications. Record drawings, including digital as-built plans, shall be provided to all appropriate City departments as required by the City of PEWAUKEE Specifications on file in the office of the Department of Public Works prior to any building permits being issued.

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

1. The DEVELOPER shall preserve to the maximum extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.

2. The DEVELOPER, as required by the CITY, shall remove and lawfully dispose of buildings, destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.
3. Landscaping and removal of unwanted items, including buildings, will be completed and certified as complete by the CITY Engineer prior to the issuance of any occupancy permits.
4. The DEVELOPER shall delineate all wetlands by a certified wetland scientist that are on or adjacent to private lots by means of cedar posts, as approved by the CITY Staff prior to the issuance of building permits.
5. The CITY has the right to trim and remove any features which would interfere with safe operation and maintenance of the CITY right-of-ways and drainage ways.

G. ADDITIONAL IMPROVEMENTS:

The DEVELOPER hereby agrees that if, at any time after plan approval and during construction, the CITY Staff determines that modifications to the plans including additional improvements such as additional drainage ways, erosion control measures, and surface and stormwater management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for implementation of the original intent of the improvement plans, the CITY is authorized to order DEVELOPER, at DEVELOPER'S expense, to implement the same. If DEVELOPER fails to construct the additional improvement within a reasonable time under the circumstances, the CITY may cause such work to be carried out and shall charge against the financial guarantee held by the CITY pursuant to this agreement.

SECTION II. TIME OF COMPLETION OF IMPROVEMENTS:

Excepting as set forth in Section I(A)(4), the improvements set forth in Section I above shall be completed by the DEVELOPER in total within twelve (12) months of the date of this agreement being signed except as otherwise provided for in this agreement.

SECTION III. FINAL ACCEPTANCE.

Throughout this agreement, various stages of the development will require approval by the CITY. "Final Acceptance" as used herein, however, shall be the ultimate approval of all of the improvements in the completed development as a whole, and shall be granted specifically by a letter from the City Engineer. During the Guarantee Period, the CITY will hold 10% of the letter of credit for the final lift of asphalt cost. The Guarantee Period provided for the final lift of asphalt shall not commence to run until Final Acceptance. The issuance of occupancy permits and approvals of various items of development shall not commence the Guarantee Period.

SECTION IV. DEDICATION OF PUBLIC IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER shall, without charge to the CITY, upon completion of the above described public road, Water Public Improvements and elliptical pipe connected to the stormwater drainage system (collectively the "Public Improvements"), unconditionally give, grant, convey and fully dedicate the Public Improvements to the CITY, its successors and assigns, forever, free and clear of all encumbrances whatever, together with and including, without limitation because of enumeration, any and all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to such improvements and together with any and all necessary easements for access thereto. After such dedication, the CITY shall have the right to connect or integrate other improvements as the CITY decides, with no payment or award to, or consent required of, the DEVELOPER.

Dedication of the Public Improvements shall not constitute acceptance of any Public Improvement by the CITY. All Public Improvements will be accepted by the CITY at such time as such improvements are in acceptable form and according to the CITY specifications. DEVELOPER will furnish proof to the CITY, prior to the dedication required, that the public land and Public Improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages, or will be free of all liens, claims and encumbrances on the date of dedication.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

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

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

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

SECTION VII. GUARANTEES OF IMPROVEMENTS:

- A. Guarantee. The DEVELOPER shall guarantee, after Substantial Completion, the Public Improvements against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Substantial Completion (the "Guarantee Period") as part of the Letter of Credit described in Section IX. Ten percent (10%) of the total cost of all improvements will be held from the Letter of Credit as the financial assurance for

this. Substantial Completion shall be as defined in Wisconsin Statutes 236.13(2)(a)2. The DEVELOPER shall pay for any damages to CITY property and/or improvements resulting from such faulty materials or workmanship. This guarantee shall not be a bar to any action the CITY might have for negligent workmanship or materials. Wisconsin law on negligence shall govern such situations. If the DEVELOPER fails to pay for any damages or defects to CITY property and/or improvements, and the CITY is required to draw against the cash or letter of credit on file with the CITY, the DEVELOPER is required to replenish said monies up to the aggregate amount of ten percent (10%) of the total cost of all improvements.

- B. Obligation to Repair. During the Guarantee Period, the DEVELOPER shall make or cause to be made, at its own expense, any and all repairs of the Public Improvements which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the Public Improvements in good and sound condition, satisfactory to the CITY at the expiration of the Guarantee Period.
- C. Notice of Repair. If during said Guarantee Period, the Public Improvements shall, in the reasonable opinion of the CITY Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the CITY the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the CITY in the aforementioned notification, after notice has been sent as provided herein, the CITY may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the CITY may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the CITY in repairing or replacing any portion of the Public Improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.
- D. Maintenance Prior to Acceptance.
 - 1. All Public Improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance by the CITY. This maintenance shall include routine maintenance, asphalt repairs, concrete repairs and the like. In cases where emergency maintenance is required, the CITY retains the right to complete the required emergency maintenance in a timely fashion and bill the DEVELOPER for all such associated costs. Said bill shall be paid immediately by the DEVELOPER. The DEVELOPER'S obligation to maintain all improvements shall expire at the expiration of the Guarantee Period.
 - 2. Street sweeping and dust suppression shall be done by the DEVELOPER upon a regular basis as needed to ensure a reasonably clean and safe roadway until Final Acceptance by the CITY. Should the DEVELOPER fail to meet this requirement, the CITY will cause the work to be done and will bill the DEVELOPER on a time and material basis. Said bill shall be paid immediately by the DEVELOPER.
 - 3. In the event drainage problems arise within the SUBJECT LANDS or related activities on the SUBJECT LANDS, the DEVELOPER shall correct such problems to the satisfaction

of the CITY Staff. Such correction measures shall include, without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from culverts, pipes, drainage ditches and streets; dredging and reshaping of siltation or retention ponds; replacing of siltation fences; sodding and seeding; construction of diversion ditches, ponds and siltation traps; and restoration of all disturbed areas. This responsibility shall continue until such time as the roads, ditches, and other disturbed areas have become adequately vegetated and the CITY is satisfied that the DEVELOPER has restored all areas which were disturbed because of this development.

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

If a DEVELOPER proceeds with the installation of the Public Improvements or other work on the site prior to approval of the final plat, it proceeds at its own risk as to whether or not the final plat will receive all necessary approvals. The DEVELOPER, prior to commencement of the installation of public improvements or other work on site, shall notify the CITY of the DEVELOPER'S intention to proceed with the installation of public improvements or other work on site, prior to approval of the final plat. Additionally, DEVELOPER shall make arrangements to have any public improvements and/or other work on site inspected by the CITY.

SECTION IX. FINANCIAL GUARANTEE:

Prior to the execution of this agreement by the CITY, the DEVELOPER or Briohn Building Corp. shall file with the CITY cash or a letter of credit setting forth terms and conditions in a form approved by the CITY Attorney in the amount of 110% of the cost for the Public Improvements as approved by the CITY Engineer as a guarantee that the DEVELOPER will perform all terms of this agreement no later than one year from the signing of this agreement except as otherwise set forth in this agreement, including but not limited to Section I(A)(4).

If at any time:

- A. The DEVELOPER is in default of any aspect of this agreement, or
- B. The DEVELOPER does not complete the installation of the Public Improvements within one (1) year from the signing of this agreement, except as set forth in Section I(A)(4), unless otherwise extended by this agreement or by action of the CITY COMMON COUNCIL, or
- C. The letter of credit on file with the CITY is dated to expire sixty (60) days prior to the expiration of the same with an automatic renewal unless notice is given of expiration or replaced, or
- D. The DEVELOPER fails to maintain a cash deposit or letter of credit in an amount approved by CITY Engineer, and in a form approved by the CITY Attorney, to pay the costs of improvements in the development, the DEVELOPER shall be deemed in violation of this agreement and the CITY shall have the authority to draw upon the letter of credit.

The amount of the letter of credit may be reduced from time to time as and to the extent that the portion of work required under this Agreement is completed, paid for and accepted by the CITY, provided that the remaining letter of credit is sufficient to secure payment for any

remaining improvements and also provided that no reduction shall occur until it is approved in writing by the CITY Director of Finance. The CITY is hereby authorized to contact directly the Developer's or contractor's financial agent from time to time regarding the sufficiency of the financial guarantee.

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

SECTION X. BUILDING AND OCCUPANCY PERMITS:

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

- A. The installation of the first lift of asphalt of the public street(s) providing access to and fronting the lot has been completed and accepted by the CITY.
- B. The site grading and construction of surface and stormwater drainage facilities required to serve the development are completed, are connected with an operating system as required herein, are cleaned as needed, and are accepted by the CITY.
- C. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the CITY.
- D. All required grading plans have been submitted to, reviewed by and approved by the CITY.
- E. The DEVELOPER has paid in full all fees, assessments and reimbursement of administrative costs as required by this agreement.
- F. The DEVELOPER has prepared appropriate deed restrictions which are approved by the CITY Attorney, filed with the CITY Clerk and recorded with the Register of Deeds.
- G. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
- H. All required record drawings plans for the SUBJECT LANDS have been submitted and approved by the CITY Engineer.
- I. All public and private utilities have been installed in the SUBJECT LANDS, including street lighting fixtures, stormwater, sanitary sewer, water and electrical.
- J. The DEVELOPER is not in default of any aspect of this agreement.
- K. There is no default of any aspect of this agreement as determined by the CITY.
- L. Except to the extent that a fill permit has been obtained from the Wisconsin Department of Natural Resources, the DEVELOPER has delineated the wetlands that are on or adjacent to the

property by means of cedar posts, as approved by the CITY Staff prior to the issuance of building permits.

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

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

SECTION XII. MISCELLANEOUS REQUIREMENTS: The DEVELOPER shall:

A. EASEMENTS:

Provide any easements including vision and typical Utility easements on SUBJECT LANDS deemed necessary by the CITY Staff.

B. MANNER OF PERFORMANCE:

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

C. SURVEY MONUMENTS:

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

D. GRADES:

Prior to the issuance of a building permit, furnish to the Building Inspector of the CITY a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

E. PERMITS:

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

F. REMOVAL OF TOPSOIL:

Remove no topsoil from the SUBJECT LANDS without approval from the CITY Director of Public Works.

G. DEBRIS:

Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the SUBJECT LANDS until such time as all improvements have been installed and accepted by the CITY. The CITY shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same or to hold the subject

property owner who hired the contractor responsible. The DEVELOPER and/or subject property owner shall clean up the debris within forty-eight (48) hours after receiving a notice from the CITY. If said debris is not cleaned up after notification, the CITY will do so at the DEVELOPER'S and/or subject property owner's expense.

H. DUTY TO CLEAN ROADWAYS:

Be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The DEVELOPER shall clean the roadways within forty-eight (48) hours after receiving a notice from the CITY. If said mud, dirt and stone is not cleaned up after notification, the CITY will do so at the DEVELOPER's expense. The CITY will do its best to enforce existing ordinances that require builders to clean up their mud from construction.

I. ZONING CODE:

Acknowledge that the lands to be developed are subject to the CITY Zoning Code.

J. CONSTRUCTION TRAFFIC ROUTES:

Limit construction traffic accessing the site to either Eastmound or Westmound Drives. No construction traffic will be permitted down Johnson Drive, Cheaney Road or Saratoga Drive.

SECTION XIII. CSM CONDITIONS:

The DEVELOPER acknowledges that the SUBJECT LANDS are subject to a conditional final CSM approval by the CITY. The DEVELOPER further agrees that it is bound by these conditions. A copy of the application for CSM approval for the SUBJECT LANDS is attached hereto and incorporated herein as EXHIBIT B. If there is a conflict between the conditions as forth in said conditional approvals of the CSM and the Developer's Agreement, the more restrictive shall apply.

[]

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

The DEVELOPER shall pay and reimburse the CITY promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the CITY in connection with this development or relative to the construction, installation, dedication and acceptance of the development improvements covered by this agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. CITY employee costs shall be based on an annual rate determination by the CITY. Any costs for outside consultants shall be charged at the rate the consultant charges the CITY. Any such charge not paid by DEVELOPER within thirty (30) days of being invoiced may be charged against the financial guarantee held by the CITY pursuant to this agreement, or assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats.

SECTION XV. GENERAL INDEMNITY:

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the DEVELOPER shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the CITY, its officers, agents, employees and independent contractors growing out of this agreement by any party or parties. The DEVELOPER shall also name as additional insureds on its general liability insurance the CITY, its officers, agents, employees and any independent contractors hired by the CITY to perform services as to this development and give the CITY evidence of the same upon request by the CITY.

SECTION XVI. INSURANCE:

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

SECTION XVII. EXCULPATION OF CITY CORPORATE AUTHORITIES:

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

SECTION XVIII. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the CITY Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION XIX. ZONING:

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

SECTION XX. COMPLIANCE WITH CODES AND STATUTES:

The DEVELOPER shall comply with all current and future applicable codes of the CITY, State and Federal government and, further, DEVELOPER shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the CITY, County, State or federal government.

SECTION XXI. WELLHEAD PROTECTION:

Prior to the issuance of an occupancy permit, DEVELOPER shall prepare and submit a detailed Plan of Operation to the CITY Director of Public Works. The Plan of Operation shall address how the operations to be conducted upon the SUBJECT LANDS shall conform to the limitations and regulations in CITY Ordinance §16.0300, the CITY Wellhead Protection Ordinance, and shall

enumerate, with specificity, all operations that will be conducted, an inventory of all materials that shall be permitted to be located and stored on the premises together with a materials handling plan, a material spill plan, a site plan detailing location of all operations and material storage and any and all other information required by the CITY Director of Public Works. The Plan of Operation must be approved, in writing, by the CITY Director of Public Works prior to issuance of any occupancy permit. Notwithstanding the above, (1) the CITY agrees that the operations of Paul Davis Restoration of S.E. Wisconsin, Inc. D/B/A Paul Davis Restoration & Remodeling satisfies the requirements of Ordinance §16.0300; and (2) the ponds, as set forth on the site plan, are approved. Upon the addition of additional tenants, an amendment to the Plan of Operation shall only be required if the operation is prohibited pursuant to §16.0300 in which event the Director of Public Works shall, within a reasonable time after DEVELOPER's submission of the amendment to the Plan of Operation, make a determination if the use shall be permitted. The Plan of Operation shall be memorialized in deed restrictions which must be approved by the CITY Attorney, filed with the CITY Clerk and recorded with the Register of Deeds. The CITY shall conduct an annual inspection of the SUBJECT LANDS to verify compliance with the Plan of Operation and CITY Ordinance §16.0300.

SECTION XXII. AGREEMENT FOR BENEFIT OF PURCHASERS:

The DEVELOPER agrees that in addition to the CITY'S rights herein, the provisions of this agreement shall be for the benefit of the purchaser of the SUBJECT LANDS.

SECTION XXIII. ASSIGNMENT:

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

SECTION XXIV. PARTIES BOUND:

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

SECTION XXV. HEIRS & ASSIGNS:

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

SECTION XXVI. AMENDMENTS:

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

BBC NORTHMOUND, LLC

By:

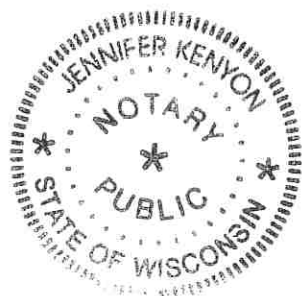
Authorized Signatory

)ss.

COUNTY OF WAUKESHA)

[Signature]

My commission expires: 10-16-2021



CITY OF PEWAUKEE

Steve Bierce, Mayor

Kelly Tarczewski, Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2019, the above-named Steve Bierce, CITY Mayor, and Kelly Tarczewski, CITY Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such CITY Mayor and CITY Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the CITY COMMON COUNCIL from their meeting on the _____ day of _____, 2019.

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

APPROVED AS TO FORM:

H. Stanley Riffle, CITY Attorney

EXHIBIT A
Legal Description and Map

Commitment Number: 1811T0068

SCHEDULE A – CONTINUED

LEGAL DESCRIPTION

Lot One (1) of CERTIFIED SURVEY MAP NO. 9037, being a part of Outlot One (1) and part of Lot One (1) of Certified Survey Map No. 7099 and part of the Northeast One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-five (25), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on August 28, 2000 in Volume 81 of Certified Survey Maps, Pages 163 to 167, inclusive, as Document No. 2586540.

Tax Key No: PWC 0962-998-005

Address: Northmound Drive, Waukesha, WI 53186

Note: Tax Key Number and Address are shown for informational purposes only.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT B
CSM Approval

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

(VARIABLE PUBLIC R.O.W.)

NORTHMOUND DRIVE

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

LOT 1
464,377 SQ. FT.
10.6606 ACRES

DEDICATED FOR
PUBLIC RIGHT OF WAY
NORTHMOUND DRIVE
12,288 SQ. FT.
0.2821 ACRES

DRAINAGE EASEMENT FOR
STORMWATER MANAGEMENT
(SEE DETAIL ON SHEET 2)

25' BUILDING
SETBACK LINE
PER CSM 9037

20' WIDE WATER MAIN EASEMENT
GRANTED TO THE CITY OF PEWAUKEE
(SEE DETAIL ON SHEET 3)

25' BUILDING SETBACK
LINE PER CSM 9037

DRAINAGE EASEMENT
(SEE DETAIL ON SHEET 2)

45' STRUCTURE SETBACK
LINE PER CSM 9037

NO ACCESS PER CSM 9037

EDGE OF
WATER
EL.=844.1
(09-18-18)

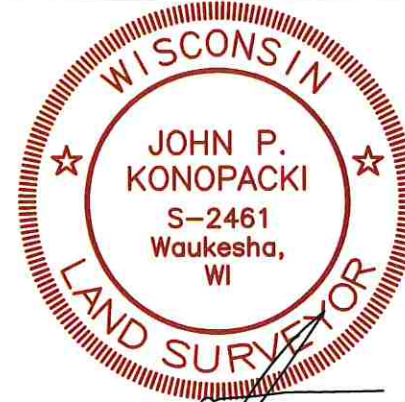
SUPERMOUND
BUSINESS
CENTER WEST
CONDOMINIUM

EXISTING
BUILDING

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

Prepared By:

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

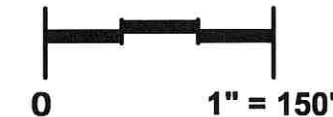


DATE: JANUARY 10, 2019
REVISED: FEBRUARY 19, 2019

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

GRAPHICAL
SCALE (FEET)

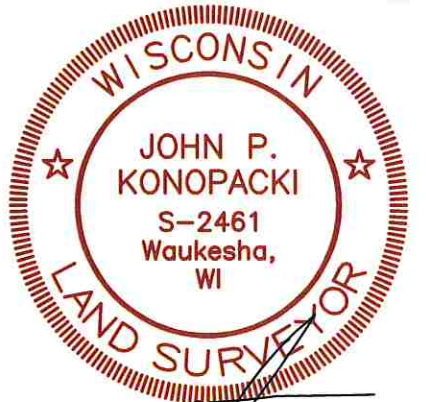
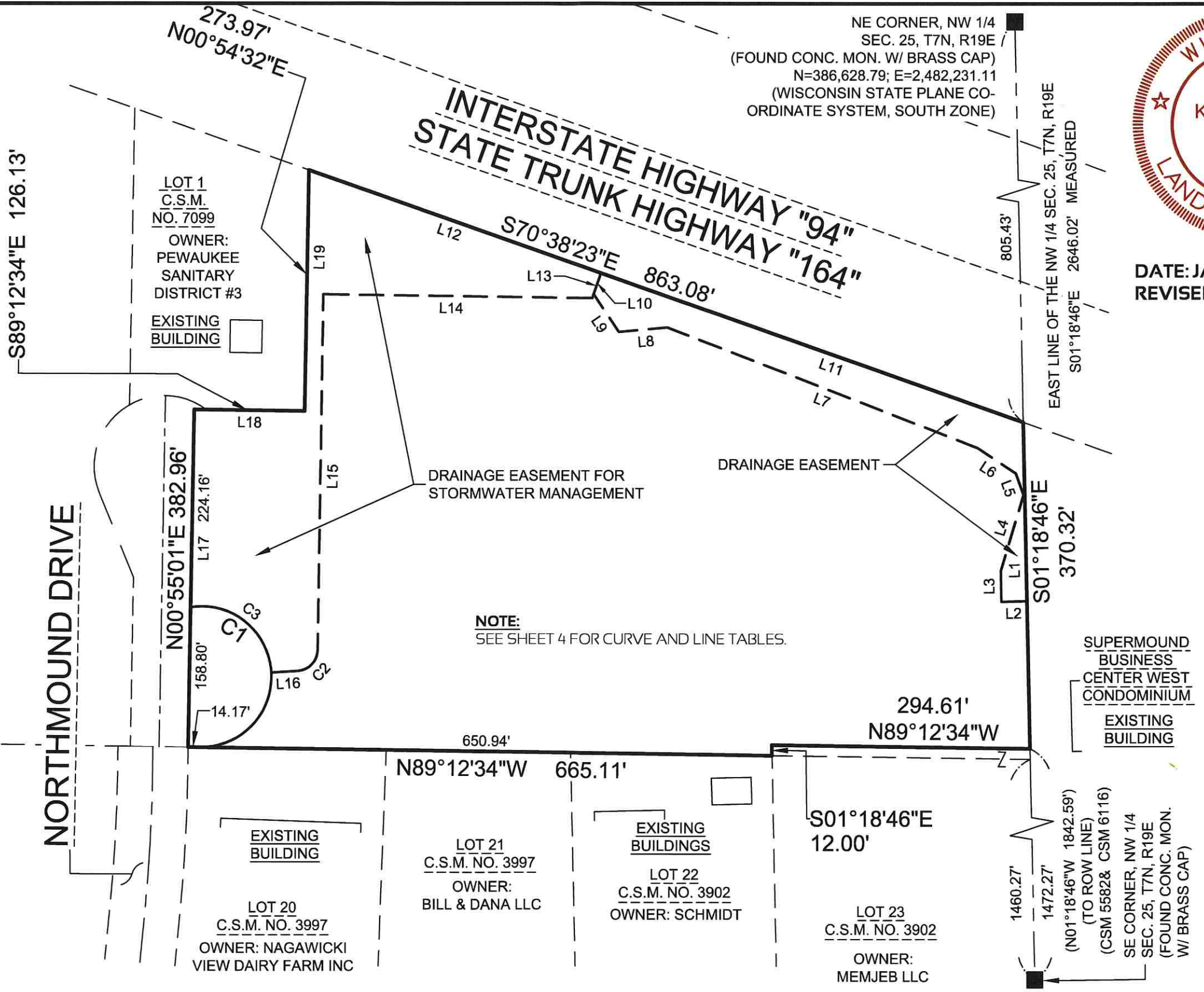


PEG JOB #174.00
SHEET 1 OF 7

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.



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

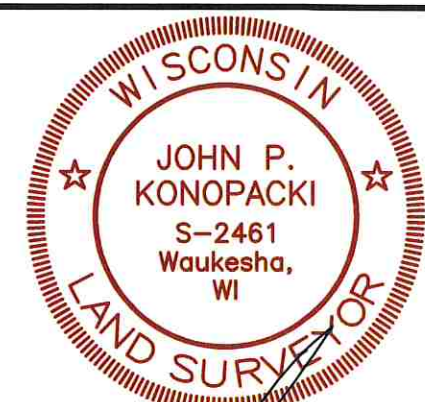
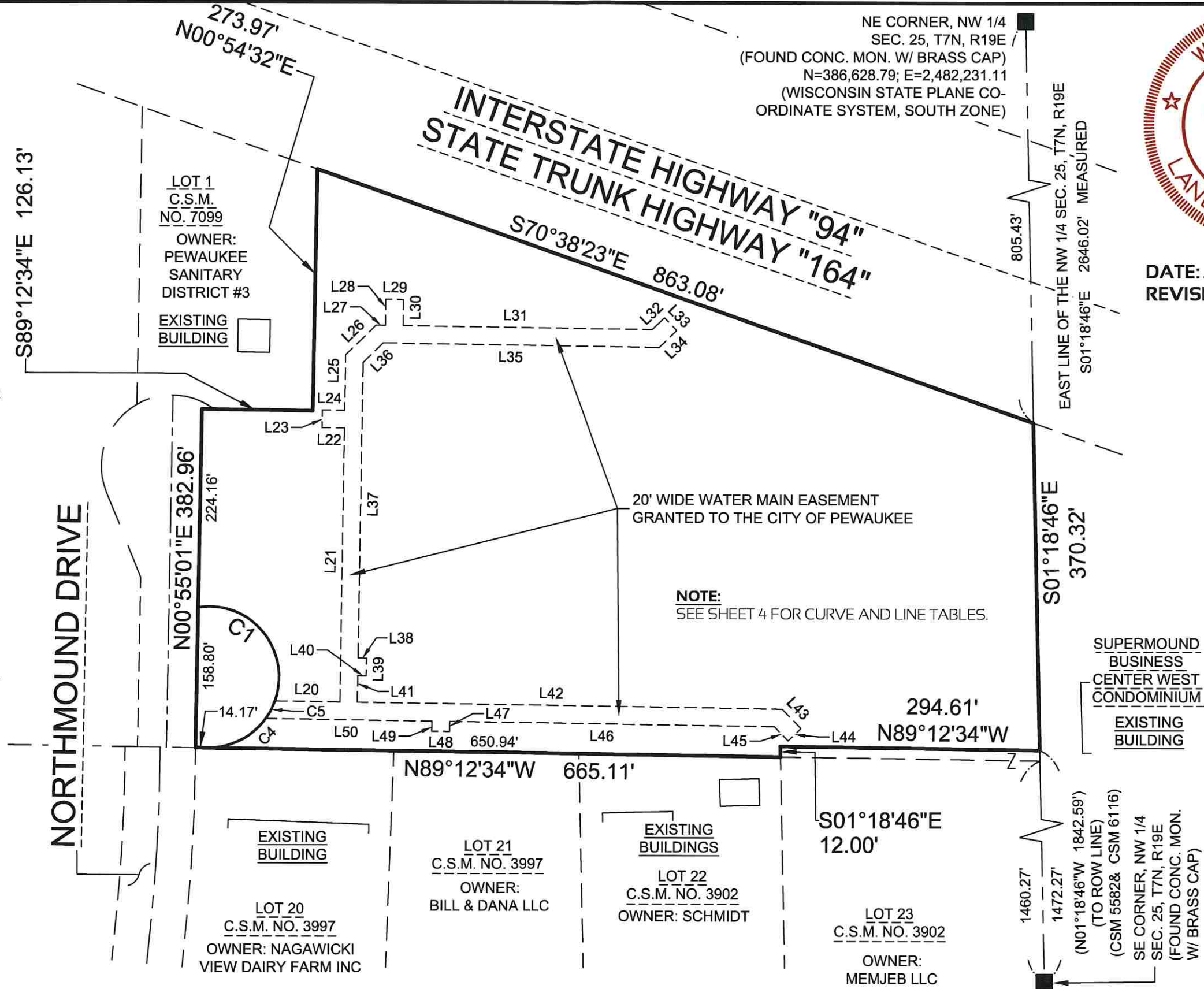


Prepared for:
BBC Northmound, LLC
3885 N. Brookfield Road, Suite 200
Brookfield, WI 53045

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

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.



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



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

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.

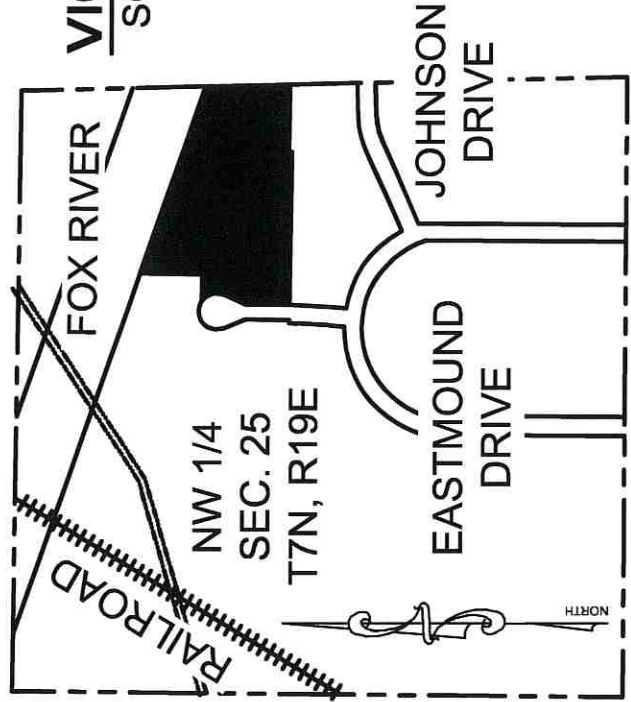
CURVE TABLE						
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN TANGENT OUT
C1	265.22'	80.00'	189°57'08"	N04°11'08"W	159.40'	N89°12'34"W S80°50'18"W
C2	35.94'	24.00'	085°48'06"	S43°41'29"W	32.68'	S00°47'26"W S86°35'32"W
C3	133.70'	80.00'	095°45'15"	N51°17'05"W	118.67'	N03°24'28"W 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'

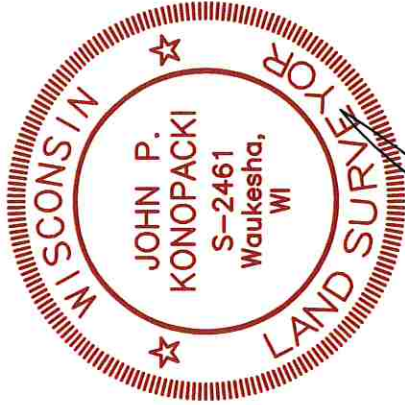
LINE TABLE		
LINE NO.	BEARING	DISTANCE
L18	S89°12'34"E	126.13'
L19	N00°54'32"E	273.97'
L20	S89°12'34"E	73.34'
L21	N00°47'26"E	310.00'
L22	N89°12'34"W	25.50'
L23	N00°47'26"E	20.00'
L24	S89°12'34"E	25.50'
L25	N00°47'26"E	62.86'
L26	N45°47'26"E	48.28'
L27	S89°12'34"E	10.43'
L28	N00°47'26"E	29.50'
L29	S89°12'34"E	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.

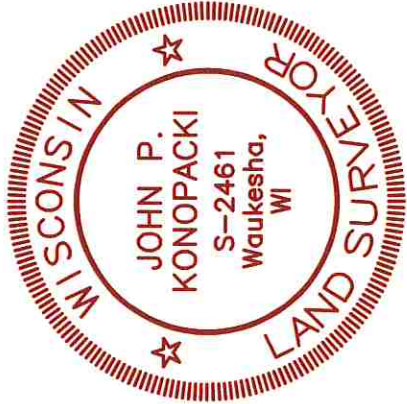
Containing 472,932 square feet (10.8570 acres) of land Gross and 460,644 square feet (10.5749 acres) of land Net more or less.

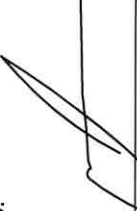
That I have made such survey, land division and map by the direction of BBC NORTHMOUND, LLC, owner of said land.

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 (NAD. 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 1 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.

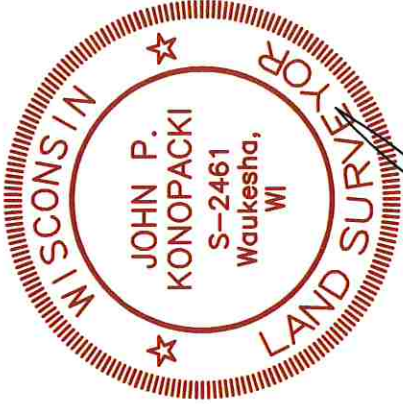
IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its President, and its corporate seal to be hereunto affixed this _____ day of _____, 2019.

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

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.

PLAN COMMISSION APPROVAL

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

Date _____ Steve Bierce, Chairman

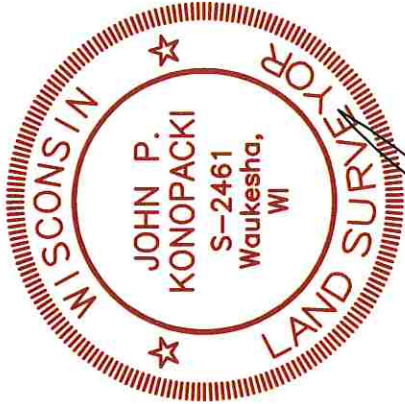
Date _____ Secretary

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

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

**AMENDMENT TO DEVELOPER'S AGREEMENT
FOR
BBC NORTHMOUND, LLC
CITY of PEWAUKEE, WAUKESHA COUNTY, WISCONSIN**

THIS AGREEMENT made this _____ day of _____, 2020, between BBC NORTHMOUND, LLC, a Wisconsin limited liability company, "DEVELOPER", and the City of Pewaukee, in the County of Waukesha and the State of Wisconsin, the "CITY".

WITNESSETH:

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

WHEREAS, the DEVELOPER has developed SUBJECT LANDS for commercial and/or industrial purposes by the standard regulations as set forth in Chapter 236 of the Wisconsin Statutes and the municipal ordinance regulating land division and development under terms set forth in a Developer's Agreement between Developer and the City dated April 26, 2019 ("Original Developer's Agreement"); and

WHEREAS, CITY has accepted dedication of some of the public improvements; and

WHEREAS, DEVELOPER under the terms of the Original Developer's Agreement, there are additional public improvements that must be completed and dedicated to the CITY; these additional public improvements are enumerated in Exhibit A attached hereto (the "Remaining Public Improvements")

WHEREAS, DEVELOPER is unable to complete the Remaining Public Improvements required under the Original Developer's Agreement for the SUBJECT LANDS due to seasonal and weather conditions; and

WHEREAS, DEVELOPER has committed to constructing the Remaining Public Improvements required under the Original Developer's Agreement for the SUBJECT LANDS by July 1, 2020; and

WHEREAS, multiple provisions of the Original Developer's Agreement provide that no Occupancy Permit(s) may be issued until CITY has accepted dedication of all of the public improvements, and

WHEREAS, DEVELOPER wishes to obtain Occupancy Permits despite said provisions; and

WHEREAS, CITY is satisfied that it has sufficient security to assure that the Remaining Public Improvements will be completed, and that these remaining public improvements are not critical to occupancy of the SUBJECT LANDS at this time.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Developer's Agreement, DEVELOPER does agree to the terms as otherwise regulated by CITY ordinances and all laws and regulations governing said development. The parties agree:

1. DEVELOPER shall complete to constructing the Remaining Public Improvements required under the Original Developer's Agreement for the SUBJECT LANDS by July1, 2020.
2. The Irrevocable Letter of Credit with the CITY dated April 25, 2019 shall remain in full force and effect until such time DEVELOPER shall complete to constructing the Remaining Public Improvements required under the Original Developer's Agreement for the SUBJECT LANDS.
3. DEVELOPER may apply for and receive Occupancy Permits at this time, and all contrary provisions of the Original Developer's Agreement are hereby amended to conform to this Amended Developers Agreement.
4. All other terms and conditions of the Original Developer's Agreement remain in full force and effect.

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

BBC NORTHMOUND, LLC

By: _____
Nelson Williams

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA

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

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

**CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN**

Mayor Steve Bierce

Clerk Kelly Tarczewski

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

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

NOTARY PUBLIC, STATE OF WI
My commission expires: _____

APPROVED AS TO FORM:

CITY Attorney H. Stanley Riffle

EXHIBIT A

REMAINING PUBLIC IMPROVEMENTS

Section X.

- A. There is currently temporary asphalt in the current City ROW. The temporary asphalt must be removed, stone base reshaped and regraded as approved by City Staff, and 4" of Binder Course Asphalt placed by June 15th. In addition, the remaining parking lot and pavement (East, North, and West Parking Lots) on the private building site must be bindered and surfaced and the surface pavement for the South parking lot must be completed by June 15th.
- B. The pipe section to Storm Sewer MH 36 must be replaced as approved by City Staff by May 29th.
- C. The landscaping and painting of the building must be completed by May 29th.
- H. The record drawings for the private ponds in accordance with the Maintenance Agreement is required by June 15th.
- I. The pipe section to Storm Sewer MH 36 must be replaced as approved by City Staff by May 29th.
- F. The Deed Restrictions for the site must be approved, filed, and recorded by May 29th.

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

DATE: May 4, 2020

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding the Springdale Manhole Rehabilitation Project with the Town of Brookfield in Accordance with the Inter-Municipal Agreement [Mueller / Wagner]

BACKGROUND:

The City of Pewaukee and the Town of Brookfield share an interceptor sewer in Springdale Road. The manholes along this stretch of sewer are deteriorating and need to be rehabilitated. We have worked with the Town to determine the best method for this rehabilitation work and the Town has taken the lead to bid out the work and have awarded the contract. The City will pay their share of this contract in accordance with the Inter-municipal Agreement.

FINANCIAL IMPACT:

The project bid price for the work is \$399,786.04. The total estimated cost of the project with a 30% Engineering, Administration, and Contingency is \$508,624.64. The City's share is approximately 75% of the cost which equates to \$381,468.48. The Utility budgeted \$175,000 for this work in its current budget. The Utility needs to re-program \$206,468.48.

Reprogram from:

Rockwood/Busse Lining Project	\$150,000
Shady Ln/Shady Nook	\$10,000
Pewaukee Woods	\$20,000
Savings	\$26,468.48

RECOMMENDED MOTION:

Common Council approve the reprogramming of \$206,268.48 as recommended by the City Engineer to pay for the City's share of the Contract in accordance with the Inter-municipal Agreement.

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

DATE: May 4, 2020

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding the North Avenue Well Pump Repair [Mueller / Wagner]

BACKGROUND:

The North Avenue Deep Well #6 experienced a fail the week of March 9th. We had our well contractor investigate the fail and they determined the pump had an internal explosion and needed further investigation. Recall that we replaced this pump last year in May or June for a similar situation.

Further investigation revealed the motor experienced an event that catastrophically damaged the motor and it was not a warranty issue. The damage was most likely due to a power spike, surge, or transient influences. This damage is similar to the damage we saw with the last motor. Given this, further investigation is needed to determine why this is happening before we install another motor.

Currently, we are reviewing surge protection and phase monitoring. Surge Protection will add a layer of protection against power surges which will help protect the motor. Unfortunately, it is not a 100% guarantee. Phase monitoring (electrical input monitoring) will tell us if there is a problem in the motor and stop it from running reducing the damage to the pump motor. We will also be reaching out to We Energies for review of supply to this well. The investigation of these are ongoing and we will update you as they develop and seek approval as necessary.

We are currently having the spare motor we rebuilt last year shipped back to the City. Once we are comfortable with the power situation, we will install the pump back in service. The motor we just removed will be repaired and placed in storage. Recall this motor has a long lead time when we have to replace it which is why we repaired the last motor and put it in storage and will do the same thing again.

FINANCIAL IMPACT:

At this time, the work completed to date, to rebuild the motor, install the old repaired motor, and the start up work is estimated at \$70,430.

The Utility has \$50,000 in the 2020 budget for pumping equipment repairs. The Utility also had planned to replace the motor and pump at Well #5 at Northmound and budgeted \$100,000 which we will delay and re-allocate these funds to repairs of the North Avenue Well #6.

RECOMMENDED MOTION:

Common Council concur with the approach of the Utility on the repairs to Well #5 and re-allocate funds from Northmound to North Avenue as recommended by the City Engineer.