



Office of the Clerk/Treasurer

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

**COMMON COUNCIL
MEETING NOTICE AND AGENDA**

Monday, April 17, 2023

6:30 PM

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

-
1. Call to Order and Pledge of Allegiance
 2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
 3. Presentation Regarding the 2022 Year in Review Report Pertaining to the Joint Pewaukee Library [Champe]
 4. Discussion and Possible Action to Approve the Accounts Payable Listing Dated April 17, 2023 [Tarczewski]
 5. Discussion Regarding **Ordinance 23-01** Creating Section 6.19 of the City Ordinance Regulating Commercial Sale of Cats and Dogs [Attorney Riffle / Brown]
 6. Discussion and Possible Action Regarding the Water Utility Debt Repayment to the Sewer Utility [Wagner]
 7. Discussion and Possible Action Regarding Joseph Road Reconstruction, Water Main Extension and Sanitary Sewer Extension Project [Wagner]
 8. Discussion and Possible Action Regarding Green Road Industrial Building [Wagner]
 - 8.1 Review and approval of the Early Grading Agreement.
 - 8.2 Establishing the financial guarantee
 9. Discussion and Possible Action Regarding Resolution 23-04-04 Authorizing an Outdoor Recreation Grant Application [Fuchs / Phalin]
 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

April 13, 2023

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.**

DATE: April 17, 2023

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Presentation Regarding the 2022 Year in Review Report Pertaining to the Joint Pewaukee Library [Champe]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

2022 Library Impact Report

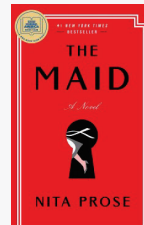
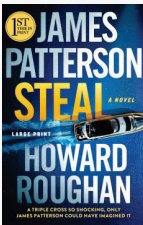
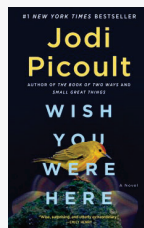
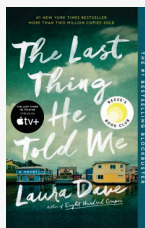
2022 | YEAR ⁱⁿ REVIEW

255,637

physical items checked out
(books, movies, magazines, etc.)



Top 10 checked out books



digital material use by Pewaukee residents

Wisconsin's Digital Library
(Libby)

41,070

Hoopla

2,483

Flipster

513



392

programs
offered

12,528

program
attendees



11,187

total cardholders

cardholders living in...

6,880

City of
Pewaukee

3,473

Village of
Pewaukee

5.7M



community
dollars saved

12,659

reference
questions
answered



library visits

95,665

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

DATE: April 17, 2023

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Approve the Accounts Payable Listing Dated April 17, 2023 [Tarczewski]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

A/P 4/17/2023

04/14/2023 01:40 PM
User: OMAN
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CHECK DISBURSEMENT REPORT FOR PEWAUKEE
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
04/01/2023	100	1164 (E)	HUMANA	HEALTH INSURANCE CLEARING	21901	00000	125,413.15
04/03/2023	100	1174 (E)	LEASING SERVICES		53400	53110	186.00
04/04/2023	100	137627	Continental Building Co	BOB21-0047	23175	00000	500.00
04/04/2023	100	137628	COREY OIL	HIGHWAY - FUEL	53420	53100	2,130.90
				HIGHWAY - FUEL	53420	53100	1,453.47
				CHECK 100 137628 TOTAL FOR FUND 100:			3,584.37
04/04/2023	100	137629	ELLIOTT ACE HARDWARE	HIGHWAY - OPERATING SUPPLIES	53400	53100	12.57
04/04/2023	100	137631#	FORWARD TS	COURT - OPERATING SUPPLIES	53400	51200	18.06
				CLERK/TREASURER - EQUIP REPAIR & MAINT	52430	51420	304.97
				CLERK/TREASURER - EQUIP REPAIR & MAINT	52430	51420	279.18
				POLICE - OPERATING SUPPLIES	53400	52100	18.06
				CHECK 100 137631 TOTAL FOR FUND 100:			620.27
04/04/2023	100	137633	JAMES IMAGING SYSTEMS	IT - OTHER PROFESSIONAL SERVICES	52190	51450	91.00
04/04/2023	100	137634	JEAN MICHEL DELONGET	COURT PENALTIES	45110	00000	596.00
04/04/2023	100	137635*#	MENARDS	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	29.05
				FIRE ADMINISTRATION - OPERATING	53400	52210	59.76
				HIGHWAY - OTHER ROADWAY SUPPLIES	53790	53100	110.97
				HIGHWAY - OTHER ROADWAY SUPPLIES	53790	53100	147.98
				PARKS - GROUNDS MAINTENANCE	52420	55200	183.21
				CHECK 100 137635 TOTAL FOR FUND 100:			530.97
04/04/2023	100	137636	MENARDS - WAUKESHA	HIGHWAY - OPERATING SUPPLIES	53400	53100	5.28
04/04/2023	100	137637	PAUL EALES	EMPLOYEE SERVICES - LICENSES & CERTS	53440	51430	83.64
04/04/2023	100	137639	PREMIUM WATERS, INC	COURT - OPERATING SUPPLIES	53400	51200	77.99
04/04/2023	100	137640	REINDERS, INC.	PARKS - GROUNDS MAINTENANCE	52420	55200	124.00
04/04/2023	100	137641	ROBERT KEWAN	IT - MILEAGE	53300	51450	180.78
04/04/2023	100	137642	STATE OF WI COURT FINES & ASSMTS	COURT PENALTIES	45110	00000	7,216.93
04/04/2023	100	137645	VILLAGE OF PEWAUKEE	BUILDING SERVICES DUE TO VILLAGE	24400	00000	4,765.77
				CONTRACTED BUILDING INSPECTION	47380	00000	(1,248.48)
				CHECK 100 137645 TOTAL FOR FUND 100:			3,517.29
04/04/2023	100	137647	WAUKESHA COUNTY TREASURER	COURT PENALTIES	45110	00000	2,462.87

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
04/04/2023	100	137649	WPRA	RECREATION PROGRAM - TRAINING	52980	55300	75.00
04/05/2023	100	1163 (E)	WI DEPT OF REVENUE/SALES TAX	SALES TAX DUE STATE	24213	00000	1,309.80
				SALES TAX DISCOUNT	41220	00000	(10.00)
				CHECK 100 1163(E) TOTAL FOR FUND 100:			1,299.80
04/05/2023	100	1166 (E)	DELTA DENTAL	DENTAL CLEARING	21903	00000	2,636.70
04/05/2023	100	1170 (E)	DELTA DENTAL	DENTAL CLEARING	21903	00000	2,636.70
04/07/2023	100	1169 (E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	21590	00000	312.00
04/07/2023	100	1171 (E)	ADP, LLC		52480	51450	460.00
04/11/2023	100	1173 (E)	US BANK	CLEARING	21900	00000	18,890.15
04/11/2023	100	1175 (E)	LEASING SERVICES	BUILDING SERVICES - OPERATING SUPPLIES	53400	52400	116.00
04/12/2023	100	1168 (E)	DELTA DENTAL	DENTAL CLEARING	21903	00000	1,872.00
04/14/2023	100	1165 (E)	ADP, LLC		52160	51600	364.70
04/14/2023	100	1167 (E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	21590	00000	336.34
04/14/2023	100	1176 (E) #	LEASING SERVICES		53400	51200	52.00
					53400	52100	52.00
				CHECK 100 1176(E) TOTAL FOR FUND 100:			104.00
04/14/2023	100	137650	A TIME FOR ME	RECREATION PROGRAM - CONTRACTED	52190	55300	378.00
04/14/2023	100	137653	AIRGAS USA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	151.06
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	104.28
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	242.77
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	162.19
				CHECK 100 137653 TOTAL FOR FUND 100:			660.30
04/14/2023	100	137654	AMI HURD	CLERK/TREASURER - MILEAGE	53300	51420	56.33
04/14/2023	100	137655	ARAMARK	HIGHWAY - UNIFORMS	53410	53100	88.00
04/14/2023	100	137656	BOUCHER CHEVROLET	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	181.73
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	374.83
				CHECK 100 137656 TOTAL FOR FUND 100:			556.56
04/14/2023	100	137657	BRIAN ANDERSON	EMPLOYEE SERVICES - SAFETY PERSONAL	53480	51430	129.99

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Fund: 100 GENERAL FUND							
04/14/2023	100	137658	BRIAN ANDERSON	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	303.43
04/14/2023	100	137659	BUMPER TO BUMPER HARTLAND	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	44.38
04/14/2023	100	137660	BURKE TRUCK & EQUIPMENT	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	1,235.26
04/14/2023	100	137661	Buss & Doering	BOB22-0050	23175	00000	500.00
04/14/2023	100	137662	CARLIN SALES CORPORATION	PARKS - GROUNDS MAINTENANCE	52420	55200	5,576.81
04/14/2023	100	137663	CENTEC SECURITY SYSTEMS	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	239.40
04/14/2023	100	137664	CHARLIE DWYER	BUILDING SERVICES - MILEAGE & FUEL	53300	52400	203.05
04/14/2023	100	137665	CHERRIE LARSON	RECREATION PROGRAM - CONTRACTED	52190	55300	280.80
04/14/2023	100	137666	CINTAS	HIGHWAY - OPERATING SUPPLIES	53400	53100	277.70
04/14/2023	100	137667	CITY OF PEWAUKEE	HIGHWAY - WATER	52230	53100	90.50
				HGHWAY - SEWER	52240	53100	361.60
				HIGHWAY - PUBLIC FIRE PROTECTION	52950	53100	75.00
				CHECK 100 137667 TOTAL FOR FUND 100:			527.10
04/14/2023	100	137669	COREY OIL	HIGHWAY - FUEL	53420	53100	60.00
				HIGHWAY - FUEL	53420	53100	1,160.99
				HIGHWAY - FUEL	53420	53100	207.59
				CHECK 100 137669 TOTAL FOR FUND 100:			1,428.58
04/14/2023	100	137670	COSTA PROPERTY MAINT LLC	PARKS - GROUNDS MAINTENANCE	52420	55200	1,015.00
04/14/2023	100	137671	DIVERSIFIED BENEFIT SERVICES, INC.	INSURANCE CONSULTANT	52150	51930	361.20
				INSURANCE CONSULTANT	52150	51930	812.00
				CHECK 100 137671 TOTAL FOR FUND 100:			1,173.20
04/14/2023	100	137672	DLT SOLUTIONS	IT - SOFTWARE MAINTENANCE & UPDATES	52480	51450	5,569.85
04/14/2023	100	137673	ELLIOTT ACE HARDWARE	FIRE ADMINISTRATION - OPERATING	53400	52210	17.99
04/14/2023	100	137674	FIRE DETECTION GROUP	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,850.00
04/14/2023	100	137675	FIRE SERVICE INC	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	1,194.05
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	564.20
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	1,753.78
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	6,099.51
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	830.07
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	1,550.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	750.00
				CHECK 100 137675 TOTAL FOR FUND 100:			12,741.61
04/14/2023	100	137676*#	FORWARD TS	BUILDING SERVICES - OPERATING SUPPLIES	53400	52400	165.01
				ENGINEERING - OPERATING SUPPLIES	53400	53110	114.50
				CHECK 100 137676 TOTAL FOR FUND 100:			279.51
04/14/2023	100	137677	GALLS	FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	161.92
04/14/2023	100	137679	GIPAW CITY OF OSHKOSH	IT - TRAINING & CERTIFICATIONS	52980	51450	75.00
04/14/2023	100	137680	GRENZ SERVICE CO. LLC	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	126.00
				FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	6,543.86
				FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	1,320.00
				CHECK 100 137680 TOTAL FOR FUND 100:			7,989.86
04/14/2023	100	137681	HEALTH AND WELLNESS PROFESSIONALS	EMPLOYEE SERVICES - EMPLOYEE WELLNESS	52700	51430	100.00
04/14/2023	100	137682	IMEG CORP	ENGINEERING - OUTSIDE ENGINEERING	52190	53110	3,780.00
04/14/2023	100	137683*#	IS OUTFITTERS	IT - OTHER PROFESSIONAL SERVICES	52190	51450	906.25
04/14/2023	100	137684	JOHN'S DISPOSAL SERVICE	RECYCLE - GARBAGE COLLECTION	52800	53620	55,651.07
04/14/2023	100	137685	JONES & BARTLETT	FIRE PROTECTIVE SERVICES - TRAINING	52980	52230	802.53
04/14/2023	100	137686	KELLY TARCZEWSKI	CLERK/TREASURER - MILEAGE	53300	51420	24.23
04/14/2023	100	137687#	KMB ELECTRIC	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	300.00
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,102.00
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	1,591.12
				CHECK 100 137687 TOTAL FOR FUND 100:			2,993.12
04/14/2023	100	137688	KWIK TRIP INC.	FIRE PROTECTIVE SERVICES - FUEL	53420	52230	4,299.80
04/14/2023	100	137689	LIFE-ASSIST INC	FIRE PROTECTIVE SERVICES - EMS	53450	52230	699.80
04/14/2023	100	137691#	MENARDS	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	6.49
				FIRE ADMINISTRATION - OPERATING	53400	52210	20.94
				FIRE ADMINISTRATION - OPERATING	53400	52210	47.96
				FIRE ADMINISTRATION - OPERATING	53400	52210	27.77
				HIGHWAY - OPERATING SUPPLIES	53400	53100	247.70
				HIGHWAY - OPERATING SUPPLIES	53400	53100	9.96
				HIGHWAY - OTHER ROADWAY SUPPLIES	53790	53100	77.91

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Fund: 100 GENERAL FUND				PARKS - BUILDING REPAIRS & MAINT	52410	55200	20.06
				CHECK 100 137691 TOTAL FOR FUND 100:			458.79
04/14/2023	100	137692*#	MUNICIPAL LAW & LITIGATION GROUP	GENERAL AFFAIRS ATTORNEY	52100	51300	3,977.00
				ASSESSOR - ATTORNEY	52100	51530	630.00
				BOARD OF REVIEW - ATTORNEY	52100	51535	511.00
				POLICE - ATTORNEY	52100	52100	3,341.50
				BUILDING SERVICES - ATTORNEY	52100	52400	2,094.00
				PARKS - ATTORNEY	52100	55200	198.00
				PLANNER - ATTORNEY	52100	56300	1,581.00
				CHECK 100 137692 TOTAL FOR FUND 100:			12,332.50
04/14/2023	100	137693#	ODP BUSINESS SOLUTIONS LLC	CLERK/TREASURER - OPERATING SUPPLIES	53400	51420	44.64
				CLERK/TREASURER - OPERATING SUPPLIES	53400	51420	94.99
				CLERK/TREASURER - OPERATING SUPPLIES	53400	51420	21.69
				ELECTIONS - OPERATING SUPPLIES	53400	51440	11.95
				CITY HALL - JANITORIAL SUPPLIES	52400	51600	961.55
				CITY HALL - JANITORIAL SUPPLIES	52400	51600	279.56
				BUILDING SERVICES - OPERATING SUPPLIES	53400	52400	42.74
				BUILDING SERVICES - OPERATING SUPPLIES	53400	52400	103.05
				RECREATION PROGRAM - OPERATING SUPPLIES	53400	55300	10.69
				CHECK 100 137693 TOTAL FOR FUND 100:			1,570.86
04/14/2023	100	137695#	PREMIUM WATERS, INC	HIGHWAY - OPERATING SUPPLIES	53400	53100	36.75
				PARKS - OPERATING SUPPLIES	53400	55200	52.24
				CHECK 100 137695 TOTAL FOR FUND 100:			88.99
04/14/2023	100	137697	PROHEALTH CARE MEDICAL ASSOCIATES	EMPLOYEE SERVICES - EMPLOYMENT EXAMS	52150	51430	50.00
				EMPLOYEE SERVICES - EMPLOYMENT EXAMS	52150	51430	100.00
				EMPLOYEE SERVICES - EMPLOYMENT EXAMS	52150	51430	100.00
				EMPLOYEE SERVICES - EMPLOYMENT EXAMS	52150	51430	100.00
				CHECK 100 137697 TOTAL FOR FUND 100:			350.00
04/14/2023	100	137698	PROHEALTH PHARMACY WAUKESHA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	371.30
04/14/2023	100	137699	PROHEALTH WAUKESHA MEMORIAL	EMPLOYEE SERVICES - EMPLOYMENT EXAMS	52150	51430	100.00
04/14/2023	100	137700*#	R&R INSURANCE SERVICES	WORKER'S COMPENSATION	55110	51930	26,912.00
				WORKER'S COMPENSATION	55110	51930	(9,217.00)
				FIRE PROTECTIVE SERVICES - WORKER'S	55110	52230	(5,014.00)

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Fund: 100 GENERAL FUND							
				RECREATION PROGRAM - WORKER'S	55110	55300	(669.00)
				CHECK 100 137700 TOTAL FOR FUND 100:			12,012.00
04/14/2023	100	137701	RANDY ROMENS	BUILDING SERVICES - MILEAGE & FUEL	53300	52400	205.67
04/14/2023	100	137702	ROBERT HALF	CLERK/TREASURER - WAGES	51100	51420	2,505.88
				CLERK/TREASURER - WAGES	51100	51420	1,490.84
				CHECK 100 137702 TOTAL FOR FUND 100:			3,996.72
04/14/2023	100	137703*#	RUEKERT & MIELKE, INC.	ENGINEERING - OUTSIDE ENGINEERING	52190	53110	347.78
				ENGINEERING - OUTSIDE ENGINEERING	52190	53110	246.70
				ENGINEERING - OUTSIDE ENGINEERING	52190	53110	2,453.73
				ENGINEERING - OUTSIDE ENGINEERING	52190	53110	832.20
				CHECK 100 137703 TOTAL FOR FUND 100:			3,880.41
04/14/2023	100	137704	RUNDLE-SPENCE	PARKS - BUILDING REPAIRS & MAINT	52410	55200	284.85
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	109.60
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	82.70
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	133.02
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	(22.57)
				CHECK 100 137704 TOTAL FOR FUND 100:			587.60
04/14/2023	100	137705	RYAN WESTON	DEER CONTROL - CONTRACTED SERVICES	52990	54160	250.00
04/14/2023	100	137706	SCHWAAB, INC	CLERK/TREASURER - OPERATING SUPPLIES	53400	51420	42.50
04/14/2023	100	137707	SEAT OF THE PANTS PRODUCTIONS LLC	RECREATION PROGRAM - CONTRACTED	52190	55300	464.00
04/14/2023	100	137708	SOFT WATER, INC.	FIRE ADMINISTRATION - OPERATING	53400	52210	72.00
				FIRE ADMINISTRATION - OPERATING	53400	52210	70.00
				CHECK 100 137708 TOTAL FOR FUND 100:			142.00
04/14/2023	100	137710	STRAIGHT-UP	PARKS - UNIFORMS	53410	55200	758.43
04/14/2023	100	137711	STRYKER SALES CORPORATION	FIRE PROTECTIVE SERVICES - OPERATING	53400	52230	94.40
04/14/2023	100	137712#	VILLAGE OF PEWAUKEE	AMBULANCE RUNS	46230	00000	38,540.66
				SHARED PARK & RECREATION PROGRAMS	47370	00000	49,725.27
				POLICE - CONTRACTED LAKE PATROL	52190	52100	6,381.25
				LIBRARY - OPERATING SUPPLIES	53400	55110	72,649.58
				CHECK 100 137712 TOTAL FOR FUND 100:			167,296.76

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Fund: 100 GENERAL FUND							
04/14/2023	100	137713	WAUKESHA CO TECHNICAL COLLEGE	FIRE PROTECTIVE SERVICES - TRAINING	52980	52230	101.00
04/14/2023	100	137714	WAUKESHA CO TREASURER	CLEARING	21900	00000	1,525.50
04/14/2023	100	137716	WI DEPT OF JUSTICE-TIME	EMPLOYEE SERVICES - EMPLOYMENT EXAMS	52150	51430	138.00
04/14/2023	100	137717	WILDLIFE MANAGEMENT SERVICES	DEER CONTROL - CONTRACTED SERVICES	52990	54160	17,700.00
04/14/2023	100	137718	WOLF PAVING	HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	280.00
Total for fund 100 GENERAL FUND							511,670.36

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CHECK DATE FROM 04/01/2023 - 04/14/2023

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 230 STORM WATER MANAGEMENT							
04/04/2023	100	137638*#	POMP'S TIRE SERVICE, INC.	EQUIPMENT REPAIR & MAINT	52430	53650	112.31
				EQUIPMENT REPAIR & MAINT	52430	53650	336.93
				CHECK 100 137638 TOTAL FOR FUND 230:			449.24
04/14/2023	100	137652	AECOM TECHNICAL SERVICES, INC	PROJECTS - CITY STORM WATER STUDY	58210	57340	9,786.90
04/14/2023	100	137676*#	FORWARD TS	OPERATING SUPPLIES	53400	53650	114.49
04/14/2023	100	137694	PARKING LOT MAINTENANCE	PROJECTS - STORM INLETS & CATCH BASINS	58210	57338	18,472.70
04/14/2023	100	137703*#	RUEKERT & MIELKE, INC.	OUTSIDE ENGINEERING	52190	53650	121.00
				OUTSIDE ENGINEERING	52190	53650	123.78
				OUTSIDE ENGINEERING	52190	53650	742.70
				OUTSIDE ENGINEERING	52190	53650	123.78
				OUTSIDE ENGINEERING	52190	53650	695.75
				OUTSIDE ENGINEERING	52190	53650	123.78
				OUTSIDE ENGINEERING	52190	53650	63.28
				OUTSIDE ENGINEERING	52190	53650	968.00
				OUTSIDE ENGINEERING	52190	53650	756.25
				OUTSIDE ENGINEERING	52190	53650	123.78
				OUTSIDE ENGINEERING	52190	53650	123.78
				PROJECTS - HILL 'N DALE	58210	57301	16,715.79
				CHECK 100 137703 TOTAL FOR FUND 230:			20,681.67
				Total for fund 230 STORM WATER MANAGEMENT			49,505.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 420 CAPTIAL ROAD PROJECTS							
04/14/2023	100	137678	GILES ENGINEERING ASSOCIATES, INC	JOSEPH ROAD	58210	57553	6,725.00
04/14/2023	100	137692*#	MUNICIPAL LAW & LITIGATION GROUP	SHADY LANE	58210	57407	95.00
04/14/2023	100	137696#	PROFESSIONAL SERVICE INDUSTRIES	SPICE CREEK/MEADOWBROOK FARMS #3	58210	57556	980.00
				SPICE CREEK/MEADOWBROOK FARMS PH 4	58210	57557	980.00
				CHECK 100 137696 TOTAL FOR FUND 420:			1,960.00
04/14/2023	100	137703*#	RUEKERT & MIELKE, INC.	SHADY LANE	58210	57407	22,865.40
				ROUNDY'S INDUSTRIAL PARK #2	58210	57422	1,454.65
				SPICE CREEK/MEADOWBROOK FARMS #2	58210	57552	1,547.00
				JOSEPH ROAD	58210	57553	2,812.75
				SPICE CREEK/MEADOWBROOK FARMS #3	58210	57556	12,164.81
				CHECK 100 137703 TOTAL FOR FUND 420:			40,844.61
				Total for fund 420 CAPTIAL ROAD PROJECTS			49,624.61

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 480 DPW BUILDING							
04/14/2023	100	137651	ABSOLUTE CONSTRUCTION	DPW BUILDING	58100	57700	237,191.64
Total for fund 480 DPW BUILDING							237,191.64

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 490 CAPTIAL EQUIPMENT							
04/14/2023	100	137683*#	IS OUTFITTERS	IT - CAPITAL EQUIPMENT	58100	57160	8,641.10
				Total for fund 490 CAPTIAL EQUIPMENT			8,641.10

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
04/03/2023	100	1146(E)	WE ENERGIES		52210	00622	28,296.78
04/04/2023	100	137624	BRIAN LIPMAN	Refunds Due Customers	21910	00242	518.31
04/04/2023	100	137626*#	CINTAS	UNIFORMS	53410	00641	47.59
04/04/2023	100	137630#	FERGUSON WATERWORKS	REPAIRS - MAINTENANCE OF SERVICES	52400	00652	161.10
				DIGGERS HOTLINE	52440	00950	117.36
				CHECK 100 137630 TOTAL FOR FUND 600:			278.46
04/04/2023	100	137632	GRAINGER	SOURCE OF SUPPLY- REPAIRS	53400	00600	120.24
04/04/2023	100	137635*#	MENARDS	BUILDING AND GROUNDS	52310	00602	34.56
				BUILDING AND GROUNDS	52310	00602	4.24
				REPAIRS - TRANSMISSION LINES	52400	00651	24.98
				REPAIRS - HYDRANTS	52400	00654	24.99
				SAFETY	52200	00950	16.57
				CHECK 100 137635 TOTAL FOR FUND 600:			105.34
04/04/2023	100	137638*#	POMP'S TIRE SERVICE, INC.	TRANSPORTATION EXPENSE - VEHICLE	55370	00933	393.64
04/04/2023	100	137643*	TRI-COUNTY WATERWORKS ASSOC.	Utility Memberships & Continuing	53200	00930	20.00
04/04/2023	100	137644	VICTORY HOMES	Refunds Due Customers	21910	00242	604.20
04/04/2023	100	137646	WATER REMEDIATION TECH., LL	RADIUM TREATMENT	52210	00631	4,091.19
04/04/2023	100	137648	WISCONSIN RURAL WATER ASSOC.	Utility Memberships & Continuing	53200	00930	45.00
04/14/2023	100	137692*#	MUNICIPAL LAW & LITIGATION GROUP	BLUMD WATER MAIN-BUSSE TO FOSTER	12810	00107	2,351.00
04/14/2023	100	137700*#	R&R INSURANCE SERVICES	INSURANCE - WORKERS COMPENSATION	55110	00924	(1,281.00)
				Total for fund 600 WATER UTILITY			35,590.75

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 650 SEWER UTILITY							
04/04/2023	100	137625	BROOKFIELD, TOWN OF	SEWER SERVICE CHARGE SANITARY DISTIRCT	52343	01827	1,350.89
04/04/2023	100	137626*#	CINTAS	Uniforms & Protective Equipment	53410	01827	47.60
04/04/2023	100	137635*#	MENARDS	SAFETY	52200	00950	16.57
				MAINTENANCE OF COLLECTION SYSTEM	52400	01831	24.98
				CHECK 100 137635 TOTAL FOR FUND 650:			41.55
04/04/2023	100	137638*#	POMP'S TIRE SERVICE, INC.	TRANSPORTATION EXPENSE - VEHICLE	55370	00933	393.64
04/04/2023	100	137643*	TRI-COUNTY WATERWORKS ASSOC.	UTILITY MEMBERSHIPS & CONTINUING	53200	00930	20.00
04/14/2023	100	137668	CITY OF WAUKESHA	WAUKESHA/LPDS PAYABLE	21124	00232	3,991.86
04/14/2023	100	137700*#	R&R INSURANCE SERVICES	INSURANCE - WORKERS COMPENSATION	55110	00924	(1,281.00)
04/14/2023	100	137709#	STATE OF WI	CLEAN WATER FUND LOAN	29103	00221	65,219.93
				INTEREST/LONG TERM DEBT	56100	01880	9,909.10
				CHECK 100 137709 TOTAL FOR FUND 650:			75,129.03
04/14/2023	100	137715	WAUKESHA WATER UTILITY	SEWER SERVICE CHARGE - WCC	52344	01827	24,986.56
				Total for fund 650 SEWER UTILITY			104,680.13

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 800 CEMETERY							
04/14/2023	100	137690	MATTHEWS INTERNATIONAL	CEMETERY - OPERATING SUPPLIES	53400	54910	384.99
				Total for fund 800 CEMETERY			384.99
TOTAL - ALL FUNDS							997,288.58

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

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

DATE: April 17, 2023

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion Regarding **Ordinance 23-01** Creating Section 6.19 of the City Ordinance Regulating Commercial Sale of Cats and Dogs [Attorney Riffle / Brown]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

23-01 Puppy Mill

ORDINANCE NO. 23-01

**AN ORDINANCE TO CREATE SECTION 6.19 OF THE CITY ORDINANCE
REGULATING COMMERCIAL SALE OF CATS AND DOGS**

WHEREAS, the Common Council of the City of Pewaukee has been made aware of documented abuses associated with puppy and kitten mills involving over-breeding, inbreeding, minimal or no veterinary care, lack of adequate food, water and shelter, lack of socialization, exercise and enrichment and lack of sanitation; and

WHEREAS, prohibiting retail stores from selling dogs and cats is likely to decrease the demand for puppies and kittens bred in puppy and kitten mills and decrease the burdens upon local agencies and taxpayers created by abandoned puppies being placed in animal shelters; and

WHEREAS, the Common Council finds it is in the best interest of the City of Pewaukee to prohibit activities that promote the unethical, inhumane, and cruel treatment of animals; to protect citizens who may purchase dogs or cats, that may be the product of unethical breeders; to promote community awareness of animal welfare; and to foster a more humane environment in the City of Pewaukee;

NOW THEREFORE, the Common Council of the City of Pewaukee hereby creates §6.19 of the City Code of Ordinances as follows:

SECTION 1: §6.19 of the City Code of Ordinances shall provide:

(1) DEFINITIONS.

Animal care facility means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission and practice is, in whole, or significant part, the rescue and placement of animals in permanent homes or rescue organizations.

Animal rescue organization means any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue and placement of animals in permanent homes. This

term does not include an entity that is a breeder or broker or one that obtains animals from a breeder or broker for profit or compensation.

Breeder means a person that maintains a dog or cat for the purpose of breeding and selling their offspring.

Broker means a person that transfers a dog or cat from a breeder for resale by another person.

Pet store means a retail establishment where dogs or cats are sold, exchanged, bartered or offered for sale as pet animals to the general public at retail. Such definition shall not include an animal care facility or animal rescue organization.

(2) **RESTRICTIONS ON THE SALE OF ANIMALS** No pet store shall sell, deliver, offer for sale, barter, auction, give away, or otherwise transfer or dispose of cats or dogs. Nothing in this section shall prohibit pet stores from collaborating with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs or cats provided the pet store shall not have any ownership interest in the animals offered for adoption and shall not receive a fee for providing space for the adoption of any animals.

SECTION 2: SEVERABILITY

If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance which shall continue in full force and effect, and to this end the provisions of this Ordinance are hereby declared to be severable.

SECTION 3: EFFECTIVE DATE

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

Dated this ____ day of _____ 2023.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, City Clerk

This ordinance posted or published _____.

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

DATE: April 17, 2023

DEPARTMENT: PW - Water/Sewer

PROVIDED BY: Magdelene Wagner/Jane Mueller

SUBJECT:

Discussion and Possible Action Regarding the Water Utility Debt Repayment to the Sewer Utility [Wagner]

BACKGROUND:

Prior to 2014, the Water Utility and the Sewer Utility shared financial accounts. During a water rate case in 2014, the Public Service Commission required all water funds since the utilities inception be split from the shared account. In order to complete this, a full audit of the shared account since the inception of the Utilities (late 1970's) was completed to split all revenues, debt, and savings between the Water Utility and the Sewer Utility. When this audit was completed, it was determined that the Water Utility owes the Sewer Utility \$5,312,576.93. At the end of 2022, the Water debt to the Sewer has grown to \$7,404,608.61.

After several years of deciding how to proceed with correcting this issue and the finances of the Utilities, it was determined to complete a Comprehensive Financial Plan, which Baker Tilly recently completed and was presented at a previous meeting. The Financial Plan for the Water Utility created a debt repayment schedule for the full debt over a 20-year period. This equates to approximately \$370,230 annually, in addition to the Water Utility's previous debts, including the latest 2022 debt issuance. With this debt repayment, as well as current and planned future borrowing, the Water Utility is looking to require a water rate increase of 147%, which would likely be implemented over three phases, to become financially stable.

The Financial Plan indicated the Sewer Utility is in very good financial condition now and into the future. The plan did not recommend any future increases for the Sewer Utility at this time, even with some upcoming large projects.

The Water Utility has some very large projects coming up in the next few years related to a well abandonment, water extension for DNR compliance, well relief, and water extension to contaminated ground water areas. These projects are necessary and cannot be delayed, and will add to the current debt of the Water Utility.

With this information, we are reviewing the debt owed to the Sewer Utility and its impacts to the stability of the Water Utility. Staff is looking at four alternatives for your consideration.

1. Pay 100% of the debt back over 20 years, as proposed in the Financial Plan. Annual payment of \$370,230.00
2. Pay 100% of the debt back, but over a much longer period of time (40 to 50 years) to lessen the impact. Annual payment of \$185,115.22 or \$148,092.17, respectively.
3. Forgive 100% of the debt owed to the Sewer Utility. Annual payment of \$0.00.
4. Forgive all debt prior to 2014, when this issue was not known. This would forgive \$5,312,576.93, leaving \$2,092,031.68 to be repaid to the Sewer Utility. Annual payment of \$104,601.58 (20 years), \$69,734.39 (30 years), or

\$52,300.79 (40 years).

Public Works Committee reviewed this item at its March 9, 2023 meeting and the majority approved to recommend to the Common Council that the Sewer Utility forgiving the debt prior to 2014 (option 4). They had one dissenting vote which wanted to forgive 100% of the debt.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Debt Accounting

Alternate 1 Debt Payment Schedule

Alternate 2 and 4 Debt Payment Schedule

01/18/2023

GL ACTIVITY REPORT FOR PEWAUKEE
FROM 650-00145-15000 TO 650-00145-15000
TRANSACTIONS FROM 01/01/2013 TO 01/01/2023

Date	JNL	Typ	Description	Referenc	Debits	Credits	Balance
Fund 650 SEWER UTILITY							
01/01/2013			650-00145-15000 DUE FROM WATER UTILITY	BEG. BALANCE			0.00
01/01/2014			2014 Fiscal Year Begin				0.00
01/01/2015			2015 Fiscal Year Begin				0.00
01/01/2016			2016 Fiscal Year Begin				0.00
05/31/2016	GJ		113-CASH AT 5-31-16		5,312,576.93		5,312,576.93
01/01/2017			2017 Fiscal Year Begin				5,312,576.93
12/31/2017	GJ		AUDIT 19- RECLASS DEBT PMTS		950,593.69		6,263,170.62
01/01/2018			2018 Fiscal Year Begin				6,263,170.62
06/30/2018	GJ		RESERVE FROM RADIUM REMOVAL		59,840.00		6,323,010.62
12/31/2018	GJ		44-ADJ DUE TO SEWER		529,283.78		6,852,294.40
01/01/2019			2019 Fiscal Year Begin				6,852,294.40
12/31/2019	GJ		55-ADJ DUE TO SEWER		636,095.21		7,488,389.61
12/31/2019	GJ		A14-PSC INTEREST REALLOCATION			720,113.00	6,768,276.61
01/01/2020			2020 Fiscal Year Begin				6,768,276.61
12/31/2020	JE	JE	A07-ADJ SEWER ADV FOR 2020 WATER DEBT PY	2015	636,332.00		7,404,608.61
01/01/2021			2021 Fiscal Year Begin				7,404,608.61
01/01/2022			2022 Fiscal Year Begin				7,404,608.61
01/01/2023			2023 Fiscal Year Begin				7,404,608.61
01/01/2023			650-00145-15000	END BAL	8,124,721.61	720,113.00	7,404,608.61

CITY OF PEWAUKEE (WISCONSIN) UTILITIES

SCHEDULE OF COMBINED OUTSTANDING BOND AMORTIZATION - WATER UTILITY

Bond Year	2012 Bonds	2013 Bonds	2016 Bonds	2018 Bonds	2022 Bonds	Interfund Sewer Loan (1)	Totals
2022	\$90,019.92	\$286,133.76	\$155,680.00	\$104,150.00	\$ -	\$ -	\$635,983.68
2023	89,589.82	286,733.76	153,380.00	101,750.00	374,975.00	370,230.00	1,376,658.58
2024	87,869.42	287,233.76	151,080.00	99,350.00	376,475.00	370,230.00	1,372,238.18
2025	-	287,633.76	153,780.00	102,550.00	372,600.00	370,230.00	1,286,793.76
2026	-	287,933.76	156,380.00	100,600.00	368,475.00	370,230.00	1,283,618.76
2027	-	287,893.76	153,880.00	98,650.00	364,100.00	370,230.00	1,274,753.76
2028	-	287,075.00	156,380.00	101,700.00	364,350.00	370,230.00	1,279,735.00
2029	-	285,825.00	153,780.00	104,600.00	359,225.00	370,230.00	1,273,660.00
2030	-	289,450.00	156,180.00	97,350.00	353,850.00	370,230.00	1,267,060.00
2031	-	286,500.00	153,480.00	100,075.00	348,225.00	370,230.00	1,258,510.00
2032	-	288,435.94	155,780.00	97,637.50	347,225.00	370,230.00	1,259,308.44
2033	-	-	152,840.00	100,200.00	345,725.00	370,230.00	968,995.00
2034	-	-	154,900.00	102,000.00	343,725.00	370,230.00	970,855.00
2035	-	-	151,637.50	98,600.00	342,500.00	370,230.00	962,967.50
2036	-	-	153,375.00	100,200.00	342,100.00	370,230.00	965,905.00
2037	-	-	-	96,600.00	341,300.00	370,230.00	808,130.00
2038	-	-	-	78,000.00	345,000.00	370,230.00	793,230.00
2039	-	-	-	-	343,200.00	370,230.00	713,430.00
2040	-	-	-	-	345,900.00	370,230.00	716,130.00
2041	-	-	-	-	348,000.00	370,230.00	718,230.00
2042	-	-	-	-	290,700.00	370,239.00	660,939.00
Totals	<u>\$267,479.16</u>	<u>\$3,160,848.50</u>	<u>\$2,312,532.50</u>	<u>\$1,684,012.50</u>	<u>\$7,017,650.00</u>	<u>\$7,404,609.00</u>	<u>\$21,847,131.66</u>

(1) Assumes the loan from the sewage works is repaid over 20 years with the 1st payment being made in 2022. This loan is assumed to be principal only.

(See Accountants' Forecast and Compilation Report and the accompanying
summary of accounting policies.)

Water Utility repayment schedule

Alt 2	Total due	\$7,404,608.61
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40 year repayment		50 year repayment	
2023	\$185,115.22	2023	\$148,092.17
2024	\$185,115.22	2024	\$148,092.17
2025	\$185,115.22	2025	\$148,092.17
2026	\$185,115.22	2026	\$148,092.17
2027	\$185,115.22	2027	\$148,092.17
2028	\$185,115.22	2028	\$148,092.17
2029	\$185,115.22	2029	\$148,092.17
2030	\$185,115.22	2030	\$148,092.17
2031	\$185,115.22	2031	\$148,092.17
2032	\$185,115.22	2032	\$148,092.17
2033	\$185,115.22	2033	\$148,092.17
2034	\$185,115.22	2034	\$148,092.17
2035	\$185,115.22	2035	\$148,092.17
2036	\$185,115.22	2036	\$148,092.17
2037	\$185,115.22	2037	\$148,092.17
2038	\$185,115.22	2038	\$148,092.17
2039	\$185,115.22	2039	\$148,092.17
2040	\$185,115.22	2040	\$148,092.17
2041	\$185,115.22	2041	\$148,092.17
2042	\$185,115.22	2042	\$148,092.17
2043	\$185,115.22	2043	\$148,092.17
2044	\$185,115.22	2044	\$148,092.17
2045	\$185,115.22	2045	\$148,092.17
2046	\$185,115.22	2046	\$148,092.17
2047	\$185,115.22	2047	\$148,092.17
2048	\$185,115.22	2048	\$148,092.17
2049	\$185,115.22	2049	\$148,092.17
2050	\$185,115.22	2050	\$148,092.17
2051	\$185,115.22	2051	\$148,092.17
2052	\$185,115.22	2052	\$148,092.17
2053	\$185,115.22	2053	\$148,092.17
2054	\$185,115.22	2054	\$148,092.17
2055	\$185,115.22	2055	\$148,092.17
2056	\$185,115.22	2056	\$148,092.17
2057	\$185,115.22	2057	\$148,092.17
2058	\$185,115.22	2058	\$148,092.17
2059	\$185,115.22	2059	\$148,092.17
2060	\$185,115.22	2060	\$148,092.17
2061	\$185,115.22	2061	\$148,092.17
2062	\$185,115.22	2062	\$148,092.17
	\$7,404,608.61	2063	\$148,092.17
		2064	\$148,092.17
		2065	\$148,092.17
		2066	\$148,092.17
		2067	\$148,092.17
		2068	\$148,092.17
		2069	\$148,092.17
		2070	\$148,092.17
		2071	\$148,092.17
		2072	\$148,092.17
			\$7,404,608.61

Alt 3	Total due	\$2,092,031.68
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20 year repayment		30 year repayment		40 year repayment	
2023	\$104,601.58	2023	\$69,734.39	2023	\$52,300.79
2024	\$104,601.58	2024	\$69,734.39	2024	\$52,300.79
2025	\$104,601.58	2025	\$69,734.39	2025	\$52,300.79
2026	\$104,601.58	2026	\$69,734.39	2026	\$52,300.79
2027	\$104,601.58	2027	\$69,734.39	2027	\$52,300.79
2028	\$104,601.58	2028	\$69,734.39	2028	\$52,300.79
2029	\$104,601.58	2029	\$69,734.39	2029	\$52,300.79
2030	\$104,601.58	2030	\$69,734.39	2030	\$52,300.79
2031	\$104,601.58	2031	\$69,734.39	2031	\$52,300.79
2032	\$104,601.58	2032	\$69,734.39	2032	\$52,300.79
2033	\$104,601.58	2033	\$69,734.39	2033	\$52,300.79
2034	\$104,601.58	2034	\$69,734.39	2034	\$52,300.79
2035	\$104,601.58	2035	\$69,734.39	2035	\$52,300.79
2036	\$104,601.58	2036	\$69,734.39	2036	\$52,300.79
2037	\$104,601.58	2037	\$69,734.39	2037	\$52,300.79
2038	\$104,601.58	2038	\$69,734.39	2038	\$52,300.79
2039	\$104,601.58	2039	\$69,734.39	2039	\$52,300.79
2040	\$104,601.58	2040	\$69,734.39	2040	\$52,300.79
2041	\$104,601.58	2041	\$69,734.39	2041	\$52,300.79
2042	\$104,601.58	2042	\$69,734.39	2042	\$52,300.79
	\$2,092,031.68	2043	\$69,734.39	2043	\$52,300.79
		2044	\$69,734.39	2044	\$52,300.79
		2045	\$69,734.39	2045	\$52,300.79
		2046	\$69,734.39	2046	\$52,300.79
		2047	\$69,734.39	2047	\$52,300.79
		2048	\$69,734.39	2048	\$52,300.79
		2049	\$69,734.39	2049	\$52,300.79
		2050	\$69,734.39	2050	\$52,300.79
		2051	\$69,734.39	2051	\$52,300.79
		2052	\$69,734.39	2052	\$52,300.79
			\$2,092,031.68	2053	\$52,300.79
				2054	\$52,300.79
				2055	\$52,300.79
				2056	\$52,300.79
				2057	\$52,300.79
				2058	\$52,300.79
				2059	\$52,300.79
				2060	\$52,300.79
				2061	\$52,300.79
				2062	\$52,300.79
					\$2,092,031.68

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

DATE: April 17, 2023

DEPARTMENT: PW - Engineering

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding Joseph Road Reconstruction, Water Main Extension and Sanitary Sewer Extension Project [Wagner]

BACKGROUND:

Joseph Road Reconstruction and Water Main and Sanitary Sewer Extension project was bid and awarded in 2021. Due to supply chain issues with the water main in 2021, the project was delayed to 2022. Construction began again in 2022. Unfortunately, when the Contractor began excavation, he came across some questionable groundwater coloring. Upon testing to determine the type of contamination or reason for the off colored water, several contaminants were found. The additional contaminants require additional permits from the Wisconsin Department of Natural Resources (WDNR) and additional treatment of any pumped groundwater. To further complicate the issue, the groundwater table was found to be higher than the original soil borings (likely due to the last couple of years being wetter than normal which restores the groundwater table). This now requires treatment of the dewatering operations for the sanitary sewer.

The Contractor has received a bid for this trench dewatering. The additional permits from the WDNR are in the process of being obtained for the treatment of the dewatering operations. In addition, specialized gaskets are required due to the contaminants. To further complicate the issue, the prices for the materials of this project have gone up significantly since the project was bid and awarded. As such, the Contractor has indicated they will be seeking a change order for these additional costs.

The engineering administration for this project has also increased due to the additional testing and permit coordination as required by the WDNR and the additional review of the Contractor's proposals for additional costs.

Upon review of the costs to date, the known cost increases, and the proposed, but yet unknown, construction costs increases, Staff believes this project will exceed the approved contingency for this project obtained in 2021.

This may be remedied one of the following alternatives:

1. Cancel the contract and pay the existing contractor any costs incurred to date for this project. The project would then be rebid for 2024 construction as designed today with the additional dewatering and remediation requirements. It is likely a new public hearing for the revised special assessments would be required.
2. Continue with the current contract with the additional costs as a change order to the original contract and authorize additional funds be allocated to the project. If this option is selected, in order to recover these costs, an additional public hearing would be required to increase the assessments to the benefited parcels. Alternatively, the City could opt to pay for any costs above the previously authorized special assessment costs.
3. Cancel the contract and pay the existing contractor any costs incurred to date for this project. Redesign the gravity

sanitary sewer to a minimum depth which would likely require the adjacent properties to connect using a private grinder pump. This would shallow up the sewer to remove or minimize the groundwater impact thereby removing the requirement for remediation of the dewatering. The project would be bid for 2024 construction.

4. Cancel the contract and pay the existing contractor any costs incurred to date for this project. Redesign the sanitary sewer to be a low pressure sewer which would require the adjacent properties to connect using a private grinder pump. This would shallow up the sewer to remove or minimize the groundwater impact thereby removing the requirement for remediation of the dewatering. The project would be bid for 2024 construction.

No matter which alternative is selected, Staff feels strongly that this project is needed. The road needs to be reconstructed which currently has a PASER rating of 1 or 2. With the known contamination of the groundwater in the area of the sewer, it is imperative we extend municipal water to this area to ensure safe drinking water is available should this contamination show up in the private wells that serve the adjacent properties. If the road is reconstructed and we are extending watermain, now is the time to extend municipal sewer. In addition, our zoning code requires the connection to municipal services.

FINANCIAL IMPACT:

The dewatering operations is estimated to be an additional \$400,000.

We are waiting for the bid price increase from the contractor, but expect the cost to increase approximately \$215,000.

The total current estimate is approximately \$900,000 in additional costs for this project to continue as is.

The original bid price was \$940,028.60. These costs would result in an increase contract cost of approximately 73% over the original bid pricing.

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Cost Comparison

Contract Summary

	Estimated Revised		
	Original Bid	Bid	Difference
Subtotal	\$ 940,028.60	\$ 1,635,292.35	\$ 695,263.75
EAC	\$ 282,008.58	\$ 486,626.14	\$ 204,617.56
Total	\$ 1,222,037.18	\$ 2,121,918.49	\$ 899,881.31
Road Assessment Rate Per Acre	\$ 30,610.77	\$ 46,920.05	\$ 16,309.28
Sewer Main Assessment Rate per Acre	\$ 16,980.87	\$ 24,426.31	\$ 7,445.44
Sewer Lateral Assessment Rate per Unit	\$ 6,660.06	\$ 8,645.34	\$ 1,985.28
Water Main Assessment Rate Per Acre	\$ 22,241.36	\$ 29,716.89	\$ 7,475.53
Water Service Assessment Rate Per Unit	\$ 5,513.68	\$ 5,542.81	\$ 29.13
Storm Utility	\$ 266,490.05	\$ 332,426.29	\$ 65,936.24

* City estimated revised bid costs based on current bids received. Contractor has yet to submit their revised numbers.

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

DATE: April 17, 2023

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding Green Road Industrial Building [Wagner]

BACKGROUND:

IP Green Road Industrial Development plans are currently in review by Engineering.

The Developer is requesting an Early Grading, Fill, and Blasting permission while the plans continue through Engineering review. Allowing this will assist the Developer in getting the site ready for construction of the building. Access to the site will be from Duplainville Road for anything exceeding 6 TONS.

The agreement would be guaranteed by a cash deposit. The grading contractor estimates the cost to be \$45,000. An additional 20% per our ordinance brings the value to \$54,000.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council approve the agreement contingent on City Engineer and City Attorney approval and approve the financial guarantee at \$54,000.

ATTACHMENTS:

Description

Grading Agreement

**CUTTING, FILLING AND GRADING AGREEMENT
REGARDING
IP GREEN ROAD LLC SITE**

THIS AGREEMENT made and entered into as of this ____ day of April, 2023, by and between the CITY OF PEWAUKEE, a Wisconsin municipal corporation (“City”) and IP GREEN ROAD LLC, a Wisconsin limited liability company (“Developer”), as the developer of a 11.9-acre site at approximately N30 W22835 Green Road in Pewaukee (“GREEN ROAD”).

WITNESSETH:

WHEREAS, Developer is seeking to construct a 115,000 square foot building (the “Building”) and will be seeking a building permit for the Building upon the completion of the construction documents which are estimated to be completed in two to six weeks; and

WHEREAS, Developer must first grade the construction site, remove bedrock and import fill material according to the grading plan created by JSD Professional Services prior to construction of the Building to create the building pad while stormwater facilities designs are finalized and approved by the City (the “Grading Operation”); and

WHEREAS, on October 20th, 2022, the City’s Plan Commission approved the Building and approved the rezoning of the property for industrial use; and

WHEREAS, Developer proposes to voluntarily enter into an agreement with the City relating to the Grading Operation;

NOW THEREFORE, in further consideration of the mutual promises and covenants hereinafter set forth, the City and Developer do hereby agree as follows:

Section A. Premises.

The premises to which this Agreement applies is described in the attached Exhibit A and is located in the City of Pewaukee, County of Waukesha, Wisconsin, with the tax key numbers PWC 091-4987 and PWC 091-4980.

Section B. Grading and Site Plan – Developer Responsibilities.

1. **Grading Plan** – Prior to the commencement of the Grading Operation, Developer shall file a Grading and Site Plan to be reviewed by the City. The Grading and Site Plan will address and include:

- Location and grades of berms
- Location and proposed elevation of the building pad
- Location and elevation of all hard surfaces

- Location of storm water ponds and basins-in process in conjunction with City input
 - Erosion control
 - Grading limits
2. **Plan Approval** – The City shall review the Grading and Site Plan in a timely manner. Approval of said plan shall not be unreasonably withheld.
3. **Compliance** – Developer shall conduct and complete the Grading Operation in compliance with the Grading and Site Plan and the provisions of this Agreement. All work performed under this Agreement shall be done at Developer’s risk.

Section C. Operational Aspects of the Grading Operation – Developer Responsibilities.

Developer, including all its subcontractors, and all parties who conduct any aspect of the Grading Operation, shall conduct the Grading Operation in full compliance with the following requirements:

1. **Term** – The term of this Agreement shall commence as of the date of execution of this instrument and be in effect for a period not to exceed six (6) months from the date of execution.
2. **Permissible hours of operation** – Developer shall conduct the Grading Operation only between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday and between the hours of 8:00 am and 7:00 pm, Saturday. No work allowed on Sunday without approval from the City Engineer.
3. **Amount of Fill** – Developer shall be permitted to deposit fill in sufficient quantities to grade and balance the construction site as set forth on the Grading and Site Plan.
4. **Trucking Route** – Developer shall inform and require all operators of trucks, other vehicles and machinery accessing the site for the Grading Operation to obey all City and Waukesha County postings and regulations related to heavy truck traffic. Access to the construction site and Premises shall be solely through the construction entrance located on the eastern end of Green Road using the existing drive cut. Access to the construction entrance/exit must be from Duplainville Road. Access from the Redford Boulevard (CTH F) Ramp is prohibited for vehicles exceeding 6 TONS. Any public street used for access by Developer to the construction site and Premises shall be kept free of mud, dirt and debris on a regular basis. In the event a clean-up order from the City is not complied with, such work shall be arranged and performed by the City and charged to Developer.
5. **Site Safety Measures** – Developer shall install and maintain construction entrance signage warning of construction activity at the entrance to the construction site.

6. **Operational Compliance** – Developer shall employ responsible personnel at the site to insure compliance with provisions of this Agreement during all hours of operation.

7. **Lighting** – Developer shall not install any lighting on the site during the Grading Operation.

8. **City Inspections** – Developer shall permit access to the site at all times for inspection by City personnel or agents of the City.

9. **Complaints, Operational Contact Personnel** – Developer shall designate a responsible party to handle complaints, operational questions, etc. during hours of operation. Said personnel shall be accessible by telephone or email during hours of operation. A separate after-hours, emergency phone number shall be designated. Developer shall provide the City's Director of Public Works with all such contact information.

10. **On site Storage** – Developer shall only store such equipment or materials on the site as is needed for operations, including, temporary site office (if needed), earth moving equipment, topsoil/grass seed/mulch needed to complete the Grading Operation.

11. **Erosion Control Implementation Plan (ECIP)** – Prior to the commencement of the Grading Operation, Developer shall provide the City a copy of the Erosion Control Implementation Plan ("ECIP") as approved by the State of Wisconsin Department of Natural Resources and the City.

12. **Permits** – Prior to the commencement of the Grading Operation, Developer shall submit City permit applications for the Grading Operations, specifically a fill permit, if any, and erosion control permit, the approval of which shall not be unreasonably withheld. Under no circumstances shall Grading Operations commence until all required permits are issued to Developer.

13. **Violations of Operation Aspects** – In the event the City believes that Developer is in violation of any term of this Agreement, City shall notify Developer of the violation and Developer shall immediately take necessary measures to cease and correct the violation within a reasonable time. In the event Developer fails to take such corrective measures, the City may, in addition to any other legal remedies or procedures available to the City, issue citations to Developer and/or Developer's subcontractors returnable to the City of Pewaukee Municipal Court.

14. **Reimbursement to City** – The City shall be reimbursed by Developer for all reasonable costs and expense incurred by the City in relation to this Agreement, including, but not limited to, plan review, inspection and related overhead costs. In the event Developer fails to remit any payment to the City when due, the City shall have the right to proceed to special charge all such unpaid amounts against GREEN ROAD, pursuant to the provisions of § 66.0627, Wis. Stats.

Section D. Operational Aspects of the Grading Operation – City Responsibilities

1. **Site Observations** – The City may conduct periodic site observations of the site as needed to determine compliance with this Agreement and the Grading and Site Plan.

2. **Permits** – The City Engineer shall review City permit applications for the Fill Operations, specifically a fill permit and erosion control permit in a timely basis. Approval of applications and issuance of permits shall not be unreasonably withheld.

Section E. Financial Security

To assure compliance with the above-mentioned conditions, including but not limited to the establishment of positive soil erosion control measures, performance hereunder shall be guaranteed with a cash deposit (the “DEPOSIT”) in an amount to be established by the City Engineer. In the event Developer does not comply with this agreement, the City is authorized to stabilize the site or to take other action to correct the Developer’s violations hereof by drawing funds against the DEPOSIT. Upon completion of the Initial Grading work, the DEPOSIT shall be reduced by the value of the completed work. The 20% amount in excess of the cost of work shall remain until the issuance of a building permit by the City for the Building. If any DEPOSIT funds remain upon completion of the Grading Operations, as reasonably determined by the City, the remaining funds shall be returned to the Developer, without interest.

Section F. Operational Aspects of the Grading Operation – State Agencies.
Wisconsin Department of Natural Resources responsibilities.

1. Developer and the City acknowledge that, while the Wisconsin Department of Natural Resources (WDNR) is not a party to this Agreement, the WDNR may require Developer to file for and receive permits from the WDNR including, but not limited to, stormwater management and erosion control prior to the commencement of the Grading Operation.

2. Developer and the City recognize that, while the WDNR is not a party to this Agreement, the WDNR may administer and regulate the Grading Operation during its term under their authority described in Wisconsin State Statutes and Administrative Codes.

Section G. General Provisions.

1. **Insurance** – Developer shall furnish to City prior to the start of work, an insurance policy endorsement which states and confirms that Developer has the types and amounts of

insurance referenced in Sections (a) through (d) below. Developer shall require all of its subcontractors to carry the same types and at least the amounts of coverage as required of Developer or may instead provide the coverage for any or all subcontractors. Developer is responsible for ensuring subcontractors' compliance with all the insurance requirements specified herein. Said insurance coverage and endorsements shall be maintained during the term of this Agreement.

(a) WORKER'S COMPENSATION AND EMPLOYEES LIABILITY

Coverage Amounts

Worker's Compensation		Statutory
Employer's Liability		
Bodily Injury by Accident	each accident	\$100,000
Bodily Injury by Disease	each employee	\$100,000
Bodily Injury by Disease	policy limit	\$500,000

(b) COMMERCIAL GENERAL LIABILITY

Limits of Liability

Bodily Injury/Property Damage	each occurrence	\$1,000,000
	general aggregate	\$1,000,000
	products/complete	
	operations aggregate	\$1,000,000
Personal Injury	aggregate	\$1,000,000

To include

- Occurrence form
- Premises/operations coverage
- No exclusion for explosion, collapse, or underground occurrences

(c) AUTOMOBILE LIABILITY

Limits of Liability

Bodily Injury/Property Damage	each accident	\$1,000,000
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To Include

Coverage on all owned, non-owned, and hired vehicles.

(d) UMBRELLA LIABILITY

Limits of Liability

Personal Injury/Property Damage	each occurrence	\$5,000,000
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Aggregate

\$5,000,000

To Include

- Occurrence form
- First dollar defense coverage
- Insuring agreement which will provide excess protection to the primary coverage

With respect to the coverage referred to in sections (b), (c), and (d) above, the City shall be named and maintained as an additional insured.

The worker's compensation and employers' liability endorsement shall confirm that thirty (30) day's notice of cancellation must be provided. For all other insurance coverage referenced above, a sixty (60) day's notice of cancellation must be provided. The endorsements must further state that such notice shall be provided to the City.

Developer and its subcontractors shall not perform any work under this Agreement after a policy of insurance has expired or been canceled unless a new or renewal policy is provided prior to the expiration or cancellation date of the previous policy. Prior to the commencement of any work, Developer shall have the responsibility of ensuring that the City is provided valid endorsements for itself and all subcontractors it plans to use.

2. **Indemnification** – In addition to and not to the exclusion or prejudice of any other provisions of this Agreement, Developer covenants and agrees that Developer shall indemnify and save harmless the City, its officers, agents, and employees and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorney's fees, and the like, to whomsoever and by whomsoever and whensoever brought or obtained which may in any way come against the City in consequence of entering into this Agreement, or which in any way results from the carelessness or neglect of the Developer or the agents, employees, or workers of the Developer or its subcontractors in any respect whatever, or which may in any manner result from or arise in the course or not of the performance of the work and this Agreement, expressly including though not limited to: negligence and the breach of any duty, whether imposed by statute, ordinance, regulation, order, decree or law of any sort or by this Agreement, by Developer, Developer's officers, employees, agents, workers, and independent contractors, or by the City, its officers, employees, agents or workers, in carrying out operations and in supervising and safeguarding the same in any respect whatever; the infringement of any patent, trademark, trade name or copyright, or by claims arising under any law including worker's compensation laws. In every such case where judgment is recovered against the City, if notice has been given to Developer of the pendency of suit within a reasonable time after its commencement,

the judgment shall be conclusive upon Developer, not only as to the amount of damages but also as to Developer's liability to the City.

3. **Right of Entry Upon Premises** – The City and its agents and employees shall have the right to enter upon the Premises to inspect the same to determine if Developer is performing the covenants of this Agreement on its part to be performed.

4. **Non-waiver** – Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver. Any waiver shall not operate to bar or prevent the waiving party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

5. **Parties Bound** – Except as otherwise specifically provided in this Agreement, this Agreement shall run with the described premises and shall bind and inure to the benefit of the parties hereto and their respective administrators, legal representatives successors and assigns. In addition, in order to secure full performance of the provisions of this Agreement and in accord with the requirements, conditions and covenants set forth herein regarding the special charging of costs and expenses incurred by the City, the Developer shall execute this Agreement and be bound by the terms hereof.

6. **Notices** – All notices, requests, demands and other communication (collectively, "Notices") hereunder shall be in writing and given by (i) established express delivery service which maintains delivery records, (ii) personal delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses or at such other addresses the parties may designate by notice given in the above described manner.

CITY: Clerk of the City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

DEVELOPER: IP Green Road LLC
c/o Interstate Partners
N16 W23217 Stone Ridge Drive, Suite 200
Waukesha, WI 53188
Facsimile: 262-506-1001

Notices may also be given by facsimile transmission or e-mail provided the Notices are concurrently given by one of the above methods. Notices shall be effective upon receipt or upon

attempted delivery if delivery is refused or impossible because the recipient has failed to provide a reasonable means for accomplishing delivery.

7. **Legal Construction** – In the event any one or more of the provisions in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

8. **Time of Essence** – Time is of the essence as to all terms and provisions of this Agreement.

9. **Entire Agreement** – This instrument contains the sole and only agreement of the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

10. **Authority** – Each of the individuals and officers who have executed this Agreement represent and warrant that he or she is duly authorized to execute this Agreement on behalf of the City or Developer as the case may be, and that all action necessary for said party to so execute and perform the terms of this Agreement have been duly taken by said party and that no other signature and/or authorization is necessary for such party to enter into and perform the terms of this Agreement.

11. **Language of Construction** – The language of each paragraph, term, and/or provision of this Agreement shall, in all cases and for any and all purposes, and any and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

12. **Amendment** – This Agreement, including any exhibits hereto, shall not be amended except in writing signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

13. **Personal Liability of Public Officials** – In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by any party against the City, or its officers, officials, agents or employees, is hereby expressly waived.

14. **Permits and Licenses** – Developer shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

15. **Sanitary Facilities** – Developer shall provide and maintain in a neat and sanitary condition such accommodation for its employees as may be necessary to comply with the statutes, requirements and regulations of the Wisconsin State Board of Health, local ordinances, or other authorities having jurisdiction and shall commit no public nuisance.

16. **Applicable Law** – This Agreement shall be governed by the laws of the State of Wisconsin and the City of Pewaukee, and the rules and regulations of the City.

17. **Standard of Care** – Developer will follow generally accepted industry practices, professional standards and guidelines in the performance of its obligation under this Agreement.

18. **Assignment** – Assignment by Developer of any portion of this Agreement without the express written approval of the City is prohibited.

19. **Laws, Ordinances and Regulations** – Developer and the Developer’s agents and employees shall at all times observe and comply with all existing and future applicable federal, state and local laws, ordinances and regulations, and provisions of the Agreement, and shall provide affidavits, certificates, stipulations and representations which in any manner affect the conduct or the work. Developer shall also require from Developer’s subcontractors such compliances, affidavits, certificates, stipulations and representations with respect to any contract entered into by Developer with regard to the work as may be required by all applicable federal, state and local laws, ordinances and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date stated above.

CITY OF PEWAUKEE

IP GREEN ROAD LLC

Developer

By: _____
Steve Bierce, Mayor

By: IP Green Road II LLC, Manager

Attest: _____
Kelly Tarczewski, Clerk / Treasurer

By: _____
John Heller, Manager

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMIS

PARCEL A:

All that part of the North One-half (1/2) of the Northwest One-quarter (1/4) of Section Thirteen (13), in Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin, described as follows, to-wit: Beginning at a point in the North line of said Section, 687 feet East of the Northwest corner, thence East on the Section line 1456 feet to the intersection of the highways; thence South 27° West along the center of the highway 652 feet to the North line of the Chicago, Milwaukee & St. P. Ry.; thence West along the North line of said Railway 1213 feet; thence North 5° East 606 feet to the place of beginning.

Excepting therefrom those lands conveyed in a Warranty Deed recorded on November 19, 1900 in Volume 71 of Deeds, at Page 230, as Document No. 43543; and in a Warranty Deed recorded on May 27, 1889 in Volume 74 of Deeds, at Page 111, as Document No. 14005; and in a Warranty Deed recorded on November 19, 1892 in Volume 89 of Deeds, at Page 34, as Document No. 30659; and in a Warranty Deed recorded on January 20, 1945 in Volume 365 of Deeds, at Page 446, as Document No. 270818; and in a Conveyance of Lands recorded on August 19, 1952 in Volume 582, at Page 11, as Document No. 369391; and in a Warranty Deed recorded on June 20, 1958 in Volume 775 of Deeds, at Page 337, as Document No. 479976.

Also excepting therefrom the Northerly 33 feet for road purposes.

Tax Key No. PWC 0914-987

PARCEL B:

That part of the North One-half (1/2) of the Northwest One-quarter (1/4) of Section Thirteen (13), Township Seven (7) North, Range Nineteen (19) East, in the City of Pewaukee, County of Waukesha, State of Wisconsin, described as follows: Beginning at a point in the North line of said Section, 687 feet East of the Northwest corner of said Northwest 1/4 of Section 13 aforesaid; thence East on the Section line, 170 feet to a point; thence South 5°, West 370 feet to a point; thence West 170 feet parallel to the Section line in the center of the highway to a point; thence North 5° East, 370 feet to the place of beginning, except Northerly 33 feet for road purposes.

Tax Key No. PWC 0914-980

Address: N30 W22835 Green Road, Pewaukee, WI 53072

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

DATE: April 17, 2023

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

Discussion and Possible Action Regarding Resolution 23-04-04 Authorizing an Outdoor Recreation Grant Application
[Fuchs / Phalin]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Resolution 23-04-04

RESOLUTION NO. 23-04-04**A RESOLUTION AUTHORIZING OUTDOOR RECREATION
GRANT APPLICATION**

WHEREAS, the Common Council of the City of Pewaukee approved fundraising towards an all-inclusive playground and splash pad for the Pewaukee Sports Complex at their July 19, 2021 meeting; and,

WHEREAS, the City of Pewaukee Needs Assessment Study and Impact Fees Analysis for Parks, Fire Department, and Trails was approved at the January 4, 2021 Common Council meeting and includes the all-inclusive playground and splash pad project at the Pewaukee Sports Complex with a cost estimate of \$1,500,000 or greater; and,

WHEREAS, financial aid is required to carry out the project; and,

NOW, THEREFORE, BE IT RESOLVED, that the City of Pewaukee has received a significant amount of funds in donations, and is continuing to fundraise for this project, and has collected impact fees, which may be utilized for park improvements.

HEREBY AUTHORIZES, Nick Phalin (Parks & Recreation) and Nick Fuchs (Planning) to act on behalf of the City of Pewaukee to: Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available; Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date; Submit signed documents; and Take necessary action to undertake, direct and complete the approved project.

PASSED and ADOPTED this 17th day of April, 2023.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, City Clerk