

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 15, 2019

7:00 PM

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

-
1. Call to Order and Pledge of Allegiance
 2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
 3. Consent Agenda
 - 3.1. Approval of the Common Council Meeting Minutes Dated March 4, 2019
 - 3.2. Approval of the Common Council Meeting Minutes Dated April 1, 2019
 - 3.3. Approval of Accounts Payable Listings
 - 3.4. Approval of Bartender License
 - 3.5. Approve the Second Reduction of the Woodleaf Reserve Addition No. 2 Letter of Credit from \$624,698 to \$60,500
 4. Discussion and Possible Action to Grant Temporary Beer Licenses to Buddies of Environmental Enjoyment and Recreation Summer Roll-Up Beer Garden Events [Tarczewski]
 - 4.1 June 14 and June 15, 2019 at South Park Located at N5 W27300 Northview Road
 - 4.2 July 12 and July 13, 2019 at Nettesheim Park Located at N26 W27495 Prospect Avenue
 - 4.3 August 16 and August 17, 2019 at Balmer Park Located at N44 W23875 Lindsay Road
 5. Discussion and Possible Action to Award the Rehabilitation Contract for Well #7 to the Lowest Qualified Bidder, Municipal Well and Pump in the Amount of \$63,440 [Weigel/Mueller]
 6. Approval of the Klein Dickert Development Agreement and Establish the Amount of the Letter of Credit [Weigel]
 7. Discussion and Possible Action Regarding the Lake Country Commons Sewer Capacity Analysis and Impacts Review Study by Strand Associates, Inc. [Fuchs]
 8. Discussion and Possible Action Regarding a Scope of Service Agreement with Ehlers, Inc. for Assistance with the Feasibility and Creation of a Tax Incremental Financing District for the Lake Country Commons Development Located at N12W26506 Golf Road [Fuchs].
 9. Discussion and Possible Action to Approve **Resolution 19-04-06** Authorizing a 2018 Budget Amendment Related to the Pewaukee Sports Complex
 10. Swear In Newly Elected Officials [Riffle]

11. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your district Alderperson prior to the meeting.

12. Adjournment

Kelly Tarczewski
Clerk/Treasurer

April 12, 2019

NOTICE

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

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

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

DATE: April 15, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of the Common Council Meeting Minutes Dated March 4, 2019

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

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

DATE: April 15, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

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

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

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

DATE: April 15, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Accounts Payable Listings

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Accts Payable 4-15-2019

ACCOUNTS PAYABLE FOR 2019	4/15/2019	TOTAL:	\$ 272,995.55
Vendor Name	Document Date	Document Amount	Transaction Description
1ST AYD	2/26/2019	\$ 19.53	HWY SUPPLIES
AARP	4/4/2019	\$ 65.00	PRK Safe Driver Class
ADP SCREENING & SELECTION SERVICES	4/1/2019	\$ 848.00	HR Screening
ADP, LLC	3/22/2019	\$ 1,626.71	HR ADP
AIRGAS	3/19/2019	\$ 84.32	FD Oxygen
ARAMARK	3/21/2019	\$ 74.78	HWY UNIFORMS
ARAMARK	3/7/2019	\$ 74.78	HWY UNIFORMS
ARAMARK	3/14/2019	\$ 74.78	HWY UNIFORMS
ARROW INTERNATIONAL	3/21/2019	\$ 308.50	FD Tools
ARROW INTERNATIONAL	3/25/2019	\$ 512.50	FD Tools
AT&T	3/10/2019	\$ 308.65	CT Phone
Baker Tilly Search & Staffing, LLC	2/24/2019	\$ 2,720.00	CT Consultant
Baker Tilly Search & Staffing, LLC	3/3/2019	\$ 2,720.00	CT Consultant
Baker Tilly Search & Staffing, LLC	3/17/2019	\$ 2,363.00	CT Consultant
BLANKENHEIM, KATHRYN	4/2/2019	\$ 125.38	CT Voting
BOHNERT, CLARK	1/24/2019	\$ 136.63	PRK RENTAL FEE REFUND
BOUNDTREE MEDICAL	3/26/2019	\$ 155.51	FD Med Supplies
BOUNDTREE MEDICAL	3/26/2019	\$ 82.00	CT Med Supplies
BOUNDTREE MEDICAL	3/27/2019	\$ 173.30	FD Supplies
BOUNDTREE MEDICAL	3/18/2019	\$ 494.88	FD Supplies
BOUNDTREE MEDICAL	3/14/2019	\$ 298.40	FD Supplies
BOUNDTREE MEDICAL	3/20/2019	\$ 3.90	FD Supplies
BRIORN BUILDING	3/20/2019	\$ 2,500.00	BLD BOND REFUND
BROOKS, RAY	4/2/2019	\$ 156.00	CT Voting
BUMPER TO BUMPER HARTLAND	3/15/2019	\$ 31.38	HWY PARTS
BUMPER TO BUMPER HARTLAND	3/25/2019	\$ 122.74	HWY PARTS
BURKE TRUCK & EQUIPMENT	3/15/2019	\$ 555.83	HWY PARTS
CARAULIA, CHERYL	4/2/2019	\$ 262.50	CT Voting
CHALLENGER BATTERY SERVICE	4/3/2019	\$ 540.00	FD Batteries
CHALLENGER BATTERY SERVICE	3/18/2019	\$ 280.00	PRK BATTERIES
CINTAS CORP.	3/25/2019	\$ 47.44	PRK SAFETY RESTOCK
CINTAS CORP.	3/25/2019	\$ 112.06	FD Supplies
CINTAS CORP.	3/25/2019	\$ 77.83	HWY SUPPLIES
CONCENTRA, INC	3/23/2019	\$ 125.00	HR Testing
CONSIGNY, BARBARA	4/2/2019	\$ 165.00	CT Voting
CONWAY SHIELD	3/21/2019	\$ 19.99	FD Equipt
CORE & MAIN LP	3/22/2019	\$ 1,036.98	SW Parts
COREY OIL	3/13/2019	\$ 10,149.21	HWY GAS & DIESEL
DAN PLAUTZ CLEANING SERVICE	3/15/2019	\$ 2,383.50	HR Janitorial
DE COSTE, PHYLLIS	4/2/2019	\$ 125.38	CT Voting
DEPT OF WORKFORCE DEVELOPMENT	3/31/2019	\$ 548.00	ASR Unemployment
DIETZ, MARY	4/2/2019	\$ 74.38	CT Voting
DIVERSIFIED BENEFIT SERVICES	3/19/2019	\$ 274.80	CT FSA
EICHENSEER, GAIL	4/2/2019	\$ 68.00	CT Voting
EICHENSEER, JAMES	4/2/2019	\$ 180.00	CT Voting
ELLIOTT ACE HARDWARE	3/8/2019	\$ 25.98	FD Parts
ELLIOTT ACE HARDWARE	3/8/2019	\$ 19.99	FD Parts
ELLIOTT ACE HARDWARE	3/26/2019	\$ 11.55	FD Parts
ELLIOTT ACE HARDWARE	3/8/2019	\$ 2.49	IT Key
ELLIOTT ACE HARDWARE	3/7/2019	\$ 26.56	SW Parts
ELLIOTT ACE HARDWARE	3/25/2019	\$ 4.38	PRK BENCH HARDWARE LAKEFRONT

ELLIOTT ACE HARDWARE	3/25/2019	\$ 2.88	PRK VBALL NET HARDWARE
ELLIOTT ACE HARDWARE	3/21/2019	\$ 6.57	HWY SUPPLIES
FERGUSON WATERWORKS	3/22/2019	\$ 455.00	SW Test
FERGUSON WATERWORKS	3/5/2019	\$ 1,562.76	SW Parts
FIRE SAFETY USA, INC.	3/19/2019	\$ 459.00	FD INTCM
FOSTER, LISA	4/2/2019	\$ 68.00	CT Voting
FREYER, JANET	4/2/2019	\$ 106.25	CT Voting
Garage Floors of Wisconsin	4/10/2019	\$ 1,260.00	FD Repairs SP Complex
GRAINGER	3/20/2019	\$ 21.98	SW Parts
GRANICUS	4/1/2019	\$ 9,850.00	IT Novus Renewal
HALEN HOMES	3/1/2019	\$ 500.00	BLD BOND REFUND
HANSEN, SHANE	3/31/2019	\$ 20.00	SW Gas
HARTLAND OVERHEAD DOOR	3/21/2019	\$ 791.25	DS Repairs
HAWKINS, INC.	3/26/2019	\$ 4,778.66	SW Salt
HEARTLAND BUSINESS SYSTEMS	3/26/2019	\$ 4,397.32	IT Annual Support
HECKEL DANCE LLC	3/21/2019	\$ 415.80	PRK WINTER/SPRING DANCE CLASS
HURD, AMI	4/4/2019	\$ 28.42	CT Mileage
HUSCHKA, JUDY	4/2/2019	\$ 123.25	CT Voting
HYDROCOP	3/31/2019	\$ 892.00	SW Subscription
ILLINGWORTH-KILGUST	3/27/2019	\$ 599.95	FD Parts
IMEG CORP	3/11/2019	\$ 5,584.50	ENG PROFESSIONAL SREVICES
IMEG CORP	3/11/2019	\$ 715.00	ENG PROFESSIONAL SERVICES
Isler Demolition Inc	3/7/2019	\$ 1,795.00	CT Contractor Payment
JEFFERSON FIRE & SAFETY, INC.	3/27/2019	\$ 1,054.52	FD Supplies
JERKE, MARIANNE	4/2/2019	\$ 106.25	CT Voting
JOHN'S DISPOSAL SERVICE	3/25/2019	\$ 49,993.21	ENG Garbage
JX TRUCK CENTER	3/13/2019	\$ 135.99	HWY PARTS
KAINE, DAWN	4/2/2019	\$ 68.00	CT Voting
KARPFINGER, BARBARA	4/2/2019	\$ 63.75	CT Voting
KEOUGH, TOM	4/2/2019	\$ 59.50	CT Voting
KLEIN, DEANNA	4/2/2019	\$ 102.00	CT Voting
KMB ELECTRIC	3/18/2019	\$ 370.00	PRK SOUTH PARK ELECTRICAL WORK
KWIK TRIP	3/31/2019	\$ 3,575.04	FD Gas
LA PORTA, CHARLENE	4/2/2019	\$ 170.00	CT Voting
LAKELAND SUPPLY, INC.	3/18/2019	\$ 1,300.20	PRK PARK SUPPLIES
LANGE ENTERPRISES, INC	3/13/2019	\$ 315.00	HWY PARTS
Lingerfelter, Michael	3/19/2019	\$ 20.00	CT Refund Permit
LUCHT, DONNA	4/2/2019	\$ 133.88	CT Voting
LUCHT, ROBERT	4/2/2019	\$ 125.38	CT Voting
MED ALLIANCE GROUP, INC	3/20/2019	\$ 97.01	FD Med Supplies
Mid-City Sports, LLC	7/24/2018	\$ 98.00	Fd Shirts
MOLENDIA, JULIEANN	4/2/2019	\$ 123.25	CT Voting
MOORE, DONA	4/2/2019	\$ 125.38	CT Voting
MOTION & CONTROL ENTERPRISES LLC	3/20/2019	\$ 48.18	SW Parts
MUELLER, JANE	3/31/2019	\$ 893.85	SW Travel
NAPA	3/11/2019	\$ 18.66	HWY PARTS
NATIONWIDE RETIREMENT SOLUTIONS	4/1/2019	\$ 1,585.09	CT Def Comp
NEITZEL, DON	4/2/2019	\$ 123.25	CT Voting
NEW BROOK WINDOW CLEANING	3/22/2019	\$ 15.00	FD Services
NEW BROOK WINDOW CLEANING	3/22/2019	\$ 80.00	FD Services
NORTHERN LAKE SERVICE, INC	3/29/2019	\$ 16.00	SW Testing
NORTHERN LAKE SERVICE, INC	3/29/2019	\$ 80.00	SW Testing
NORTHERN LAKE SERVICE, INC	3/29/2019	\$ 60.00	SW Testing
NORTHERN LAKE SERVICE, INC	3/29/2019	\$ 80.00	SW Testing

NORTHERN LAKE SERVICE, INC	3/29/2019	\$ 60.00	SW Testing
OFFICE COPYING EQUIPMENT, LTD	3/19/2019	\$ 1,238.40	SW Usage
OFFICE DEPOT	3/14/2019	\$ 31.99	BLD SUPPLIES
OFFICE DEPOT	3/1/2019	\$ 7.00	BLD SUPPLIES
OFFICE DEPOT	3/1/2019	\$ 10.10	BLD SUPPLIES
PASCUCCI, GREG	4/2/2019	\$ 76.50	CT Voting
PEREIRA, BOB	4/2/2019	\$ 131.75	CT Voting
PFEIFFER, RICHARD	4/2/2019	\$ 68.00	CT Voting
PFEIFFER, SANDIE	4/2/2019	\$ 59.50	CT Voting
PRAEGER, DIANE	4/2/2019	\$ 14.88	CT Voting
PRAEGER, JANET	4/2/2019	\$ 78.63	CT Voting
Precourt, Prue	4/2/2019	\$ 123.25	CT Voting
R.A. SMITH & ASSOC., INC.	4/17/2019	\$ 627.94	PRK FEBRUARY SERVICES
R.A. SMITH & ASSOC., INC.	3/18/2019	\$ 1,427.00	ENG PROFESSIONAL SERVICES
ROBERT KEWAN	3/31/2019	\$ 98.31	IT Mileage Reimbursement
ROBERT KEWAN	3/26/2019	\$ 16.00	ITParking Reimbursement
ROBINSON, GWENN	4/2/2019	\$ 62.50	CTVoting
ROGAHN, SHIRLEY	4/2/2019	\$ 123.25	CT Voting
ROTROFF JEANSON & CO.	4/1/2019	\$ 14,954.00	SW Audit
RUEKERT & MIELKE, INC.	1/1/2019	\$ 1,142.00	ENG Development PWC Exp
RUF, SALLY	4/2/2019	\$ 100.00	CT Voting
SABEL MECHANICAL LLC.	3/29/2019	\$ 1,474.50	SW Repairs
SABEL MECHANICAL LLC.	3/28/2019	\$ 2,519.59	SW Repairs
SABEL MECHANICAL LLC.	3/28/2019	\$ 2,244.59	SW Repairs
SABEL MECHANICAL LLC.	3/29/2019	\$ 5,080.31	SW Repairs
SAWALL, BRENDA	4/2/2019	\$ 125.38	CT Voting
SEIDER HEATING	3/19/2019	\$ 605.00	BLD PLUMBING REFUND
SIEGERT, SUSAN	4/2/2019	\$ 55.25	CT Voting
SKRIPS MARKETING INC	3/19/2019	\$ 1,571.76	HWY SUPPLIES
SLESAR, PAULA	4/2/2019	\$ 123.25	CT Voting
SMITH, GEORGE	4/2/2019	\$ 125.38	CT Voting
SMITH, NINA	4/2/2019	\$ 125.38	CT Voting
SOFT WATER, INC.	3/29/2019	\$ 22.50	FD Solar Salt
SOFT WATER, INC.	3/29/2019	\$ 52.50	FD Solar Salt
STARFIRE SYSTEMS, INC	3/26/2019	\$ 400.00	ITSemi Annual Fire Inspection
Strand Associates, Inc	3/13/2019	\$ 7,708.17	SW Professional Services
TALLY'S TAP & EATERY	3/25/2019	\$ 5.00	PRK PARK REFUND
TARCZEWSKI, KELLY	3/31/2019	\$ 337.89	CT Supplies
TD AMERITRADE TRUST COMPANY	4/1/2019	\$ 50.00	CT Def Comp
THARMAN, JUDY	4/2/2019	\$ 123.25	CT Voting
THOMAS, ELNETTA	4/2/2019	\$ 53.13	CT Voting
TOEPEL, SUE	4/2/2019	\$ 93.50	CT Voting
TOWN OF BROOKFIELD SANITARY DISTRICT NO. 4	3/20/2019	\$ 1,315.95	SW Water
TRI-COUNTY WATERWORKS ASSOCIATION	4/11/2019	\$ 40.00	SW Publishing
USA BLUEBOOK	3/25/2019	\$ 54.80	SW Supplies
USA BLUEBOOK	3/14/2019	\$ 87.13	SW Parts
USA BLUEBOOK	3/12/2019	\$ 82.86	SW Parts
USA BLUEBOOK	3/12/2019	\$ 131.47	SW Parts
USA BLUEBOOK	3/14/2019	\$ 180.11	SW Parts
USA BLUEBOOK	3/14/2019	\$ 30.06	SW Parts
VERIZON	3/23/2019	\$ 22.14	FD Cell
VERIZON	3/12/2019	\$ 265.45	FD Cell
VERIZON	3/12/2019	\$ 32.81	FD Cell
VESCIO, MARCEY	4/2/2019	\$ 123.25	CT Voting

Waldschmidt's Town & Country Mart	3/21/2019	\$ 43.86	HWY SUPPLIES
WATER REMEDIATION TECH., LL	4/1/2019	\$ 3,478.91	SW Treatment Charges
WAUKESHA PEWAUKEE CVB	3/31/2019	\$ 91,250.00	CT Tourism Disb
WAUKESHA YMCA	3/31/2019	\$ 1,960.00	PRK Softball
WE ENERGIES	4/10/2019	\$ 17.61	PRK WE ENERGIES
WEBER, ROGER	4/2/2019	\$ 55.25	CT Voting
WEBER, SUSAN	4/2/2019	\$ 55.25	CT Voting
WIMMER, LISA	4/2/2019	\$ 123.25	CT Voting
Winter, Scott	4/5/2019	\$ 71.22	ASR Mileage
Winter, Scott	4/5/2019	\$ 206.00	ASR Seminar
WISCONSIN RURAL WATER ASSOC.	4/1/2019	\$ 45.00	SW Membership Renewal
WISCONSIN STEAM CLEANER	3/21/2019	\$ 477.34	HWY SUPPLIES
WOLF CONSTRUCTION COMPANY	3/14/2019	\$ 333.74	HWY SUPPLIES
WROBLEWSKI, SUE	4/2/2019	\$ 125.38	CT Voting
YEKO, JANE	4/2/2019	\$ 123.25	CT Voting
ZIEGERT, JIM	4/2/2019	\$ 123.25	CT Voting
ZIETARA-NOWAKOWSKI, NINA	4/2/2019	\$ 125.38	CT Voting

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

DATE: April 15, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Bartender License

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

4.15.2019 Bartender License

Bartender License List**Meeting Date: April 15, 2019**

<u>Individual Name</u>	<u>Establishment Name</u>	<u>Type</u>
Mullen, Tina L.	Edgewater	New
Thomas, Lindsey M.	Pewaukee Golf Club	New

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

DATE: April 15, 2019

DEPARTMENT: PW - Engineering

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

SUBJECT:

Approve the Second Reduction of the Woodleaf Reserve Addition No. 2 Letter of Credit from \$624,698 to \$60,500

BACKGROUND:

Subdivision development involves a development agreement and letter of credit which covers the public infrastructure that is to be constructed. The letter of credit assures the construction of these elements, and as the construction progresses it is reasonable to consider the reduction (release) of certain values of the letter of credit. This phase of the development has been constructed through the base course of asphalt, and the final lift of asphalt is planned for this summer.

FINANCIAL IMPACT:

No direct impact. The indirect fiscal impacts will involve the capitalization of the City related infrastructure (pavement and storm water) and the depreciation of the Water/Sewer Utility infrastructure (sanitary sewer and drinking water).

RECOMMENDED MOTION:

Common Council authorizes the second reduction of the Woodleaf Reserve Addition No. 2 letter of credit from \$624,698 to \$60,500.

ATTACHMENTS:

Description

Letter and supporting doc's frp, Woodleaf

PEWAUKEE SUNDER FIELDS LLC

710 North Plankinton Avenue
Milwaukee, WI 53203

Phone (414) 274-2488 ♦ Fax (414) 274-2711

April 9, 2019

Pewaukee City Council Members
C/O: Mr. Jeff Weigel
Director of Department of Public Works
City of Pewaukee City Hall
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

RE: Request for Second Reduction in Subdivision Letter of Credit Amount for Woodleaf Reserve Addition No. 2 Subdivision

Dear City Council Members:

Pursuant to past conversations with Jeff Weigel and the work which has been completed at our Woodleaf Reserve Addition No. 2 subdivision, we are requesting a reduction in our subdivision letter of credit with Associated Bank. I have attached copies of pay application numbers 1, 2 and 3 from Super Western/Excavators, Inc. (our general contractor) and lien waivers from payments made to Super Western, Inc., totaling \$952,548.68 (\$558,872.48 + 293,879.25 + \$99,796.95) and we have made payments to the City of Pewaukee for engineering fees and construction review totaling \$60,605.20 (\$907.17 + \$550.08 + \$5,877.64 + \$4,218.57 + \$1,792.15 + \$294.26 + \$12,487.46 + \$915.21 + \$132.60 + \$2,099.93 + \$30,850.73 + \$479.40).

The subdivision letter of credit original balance was \$1,297,475 with a current balance of \$624,698. We are requesting a reduction in the subdivision letter of credit of \$564,198 (rounded) leaving a remaining balance of \$60,500 (rounded) (which includes the remaining costs as represented in pay application 3 and which includes a remaining balance of \$10,088 (rounded) of the original \$216,246 (rounded) of the required 20% contingency) to continue to cover the remaining subdivision work (which is the installation of the final lift of asphalt and other minor items) at our Woodleaf Reserve Addition No. 2 subdivision.

As is evident from the attached information and although the reduction request may not match dollar for dollar with the invoices paid because of the reduction in the contingency amount, we feel the remaining letter of credit balance is an ample dollar sum to cover the remaining cost to complete the remainder of the Phase 3 development obligations.

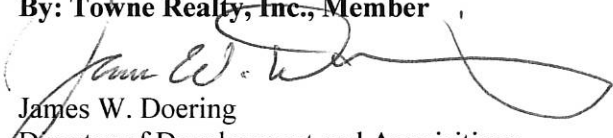
Please review the information and contact me regarding the process and timeline for the reduction to be approved.

Please call me if you have any questions at (414) 274-2488.

Very truly yours,

Pewaukee Sunder Fields LLC

By: Towne Realty, Inc., Member



James W. Doering

Director of Development and Acquisitions

Attachments

cc: Bob Braun
Leslie Plautz
John Grandlich

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 2018215-3A

To Owner: Pewaukee Sunder FieldsLL
710 N Plankinton Ave.
Milwaukee, WI 53203

Project: 18.02.015 Woodleaf Phase III

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

Via Architect:

Contract For:

Application No.: 3

Period To: 3/31/2019

Project Nos:

Contract Date:

Distribution to:
Owner ☐
Architect ☐
Contractor ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum \$1,081,229.42
2. Net Change By Change Order \$27,570.00
3. Contract Sum To Date \$1,108,799.42
4. Total Completed and Stored To Date \$1,058,387.42
5. Retainage:
 - a. 10.00% of Completed Work \$105,838.74
 - b. 0.00% of Stored Material \$0.00
- Total Retainage \$105,838.74
6. Total Earned Less Retainage \$952,548.68
7. Less Previous Certificates For Payments \$852,751.73
8. Current Payment Due \$99,796.95
9. Balance To Finish, Plus Retainage \$156,250.74

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR Super Western, Inc.

By: *[Signature]* Date: 3/18/19
John Regent Smith, Project Manager
State of Wisconsin County of Waukesha
Subscribed and sworn to before me this 18th day of March
Notary Public: Mary Ellen Klaver
My Commission Expires: 9-5-2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and a review of the above application, the Architect certifies to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated and the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 99,796.95

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

ARCHITECT:

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$28,198.73	\$500.00
Total Approved this Month	\$0.00	\$128.73
TOTALS	\$28,198.73	\$628.73
Net Changes By Change Order	\$27,570.00	

CONTINUATION SHEET

Page 2 of 3

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 2018215-3A

Contract: 18.02.015 Woodleaf Phase III

Application No.: 3

Application Date: 03/18/19

To: 03/31/19

Architect's Project No.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
1	Woodleaf Phase III	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	Silt Fence and Constr	11,590.00	11,590.00	0.00	0.00	11,590.00	0.00	1,159.00
20	Tracking Pad	3,475.00	3,475.00	0.00	0.00	3,475.00	0.00	347.50
30	Temporary Diversion	2,585.00	2,585.00	0.00	0.00	2,585.00	0.00	258.50
40	Stripping & Stockpile Topsoil	52,550.00	52,550.00	0.00	0.00	52,550.00	0.00	5,255.00
50	Temporary Seeding	1,615.00	1,615.00	0.00	0.00	1,615.00	0.00	161.50
60	Erosion Matting	13,300.00	10,640.00	2,660.00	0.00	13,300.00	0.00	1,330.00
70	Site Grading	116,975.00	58,487.50	58,487.50	0.00	116,975.00	0.00	11,697.50
80	Inlet Protection	7,750.00	7,750.00	0.00	0.00	7,750.00	0.00	775.00
90	Finish Grade Roadwork	17,600.00	17,600.00	0.00	0.00	17,600.00	0.00	1,760.00
100	Backfill Curb & Gutter	9,565.00	9,565.00	0.00	0.00	9,565.00	0.00	956.50
110	Replace Topsoil	66,890.00	53,512.00	13,378.00	0.00	66,890.00	0.00	6,689.00
120	Clean up After Dry Utility	10,730.00	10,730.00	0.00	0.00	10,730.00	0.00	1,073.00
130	Remove Erosion Control	3,765.00	0.00	0.00	0.00	0.00	3,765.00	0.00
140	Construct Detention Pond	9,260.00	0.00	9,260.00	0.00	9,260.00	0.00	926.00
160	8" Sanitary Sewer-Granular Backfill	112,320.00	112,320.00	0.00	0.00	112,320.00	0.00	11,232.00
170	6" Sanitary Lateral-Granular Backfill	41,061.42	41,061.42	0.00	0.00	41,061.42	0.00	4,106.14
180	6" Sanitary Lateral Riser	3,200.00	3,200.00	0.00	0.00	3,200.00	0.00	320.00
185	Standard Manhole	14,400.00	14,400.00	0.00	0.00	14,400.00	0.00	1,440.00
190	Connect to Existing Sanitary	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00	1,200.00
220	12" Storm Sewer-Granular Backfill	11,842.00	11,842.00	0.00	0.00	11,842.00	0.00	1,184.20
230	12" Storm Sewer-Spoil Backfill	44,880.00	44,880.00	0.00	0.00	44,880.00	0.00	4,488.00
240	2 X 3 Inlets	20,900.00	20,900.00	0.00	0.00	20,900.00	0.00	2,090.00
250	48" Storm Sewer Manholes	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00	1,100.00
260	48" Storm Inlets	3,800.00	3,800.00	0.00	0.00	3,800.00	0.00	380.00
270	Pond 1 Detention Outlet Structure	9,100.00	0.00	9,100.00	0.00	9,100.00	0.00	910.00
280	Pond 2 Detention Outlet Structure	9,100.00	0.00	9,100.00	0.00	9,100.00	0.00	910.00
290	Rip Rap and Fabric	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00	150.00
300	8" Watermain-Granular Backfill & Tracer wire	66,768.00	66,768.00	0.00	0.00	66,768.00	0.00	6,676.80
310	6" Hydrant Lead-Granular Backfill & Tracer wire	5,225.00	5,225.00	0.00	0.00	5,225.00	0.00	522.50
320	Hydrant Aux Valve	380.00	380.00	0.00	0.00	380.00	0.00	38.00
330	8" Gate Valve Box	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00	300.00

CONTINUATION SHEET

Page 3 of 3

Application and Certification for Payment, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

Invoice #: 2018215-3A

Contract : 18.02.015 Woodleaf Phase III

Application No. : 3
Application Date : 03/18/19
To: 03/31/19
Architect's Project No.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
340	Sampling Station	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00	450.00
350	1.25" HDPE Water Service	93,755.00	93,755.00	0.00	0.00	93,755.00	0.00	9,375.50
360	Connect to Existing Watermain	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00	800.00
370	Remove Temporary Hydrant & Connect to WM	8,060.00	8,060.00	0.00	0.00	8,060.00	0.00	806.00
400	5" Base course (3/4" TB)	28,240.00	28,240.00	0.00	0.00	28,240.00	0.00	2,824.00
410	5" Base Course (1.5" TB)	27,425.00	27,425.00	0.00	0.00	27,425.00	0.00	2,742.50
420	30" Mountable Curb A	66,375.00	66,375.00	0.00	0.00	66,375.00	0.00	6,637.50
430	3.25" Asphalt Binder	66,475.00	66,475.00	0.00	0.00	66,475.00	0.00	6,647.50
440	Traffic Control Sign, Barricades	5,105.00	5,105.00	0.00	0.00	5,105.00	0.00	510.50
450	Type 3 Barricades	3,070.00	3,070.00	0.00	0.00	3,070.00	0.00	307.00
460	Remove Existing Asphalt	2,920.00	2,920.00	0.00	0.00	2,920.00	0.00	292.00
470	Remove Existing Driveway	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00	200.00
480	Remove Type 3 Barricade	376.00	376.00	0.00	0.00	376.00	0.00	37.60
520	Remove/Dispose Interim Curb & Gutter	15,050.00	15,050.00	0.00	0.00	15,050.00	0.00	1,505.00
530	1.75" Asphaltic Concrete surface	39,950.00	0.00	0.00	0.00	0.00	39,950.00	0.00
540	Traffic Control and Signing	5,105.00	5,105.00	0.00	0.00	5,105.00	0.00	510.50
550	Remove Asphalt Ramps	5,870.00	0.00	0.00	0.00	0.00	5,870.00	0.00
560	Adjust Water Boxes to Surface Course	827.00	0.00	0.00	0.00	0.00	827.00	0.00
PCO	Pending Change Orders	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CO-001	Sanitary Lateral Revision	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00	200.00
CO-002	Basement Spoils	13,000.00	13,000.00	0.00	0.00	13,000.00	0.00	1,300.00
CO-003	Clearing & Grubbing	5,670.00	5,670.00	0.00	0.00	5,670.00	0.00	567.00
CO-004	DNR - Credit	-500.00	-500.00	0.00	0.00	-500.00	0.00	-50.00
CO-005	Road Undercuts	3,400.00	0.00	3,400.00	0.00	3,400.00	0.00	340.00
PO-074	Rock Excavation for Utility Construction	4,000.00	0.00	4,000.00	0.00	4,000.00	0.00	400.00
Grand Totals		1,108,799.42	947,501.92	110,885.50	0.00	1,058,387.42	50,412.00	105,838.74

**PARTIAL RELEASE AND WAIVER BY SUBCONTRACTOR/SELLER OF
MECHANIC'S LIENS, CLAIMS, AND CAUSES OF ACTION**

TO: Pewaukee Sunder Fields LLC ("Contractor/Buyer")
FROM: Super Western Inc ("Subcontractor/Seller")

PROJECT: Woodleaf Reserve lot development
000003P ("Lot")
710 N. Plankinton Avenue
Milwaukee, WI 53203

SCOPE OF WORK: Asphalt Paving

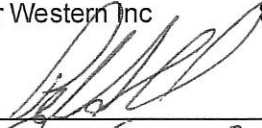
PO#: WDLF-R-000076

In consideration of the progress payment made to the undersigned in the amount of \$ 99,796.95 in the form of check #00043053 dated 03/28/2019 by the Contractor/Buyer to Subcontractor/Seller for all materials, labor and equipment rendered by the Subcontractor/Seller on the above Lot through 03/31/2019. Subcontractor/Seller does hereby fully release and waive all liens, claims and causes of action in the amount of the foregoing payment and all previous progress payments made by the Contractor/Buyer to Subcontractor/Seller which the Subcontractor/Seller has relating in any manner to the Lot, whether known or unknown, with respect to the furnishing of such labor, materials and equipment for the improvement of the Lot. Such released and waived liens, claims and causes of action include, but are not be limited to, (1) any mechanic's or materialman's liens against the leasehold or fee simple title in and to such Lot and the improvements thereon, (2) any right to assert or claim any such mechanic's or materialman's liens, (3) any equitable liens, (4) any right to assert a claim under any labor or material payment bond issued for the benefit of the Lot Owner, Subcontractor/Seller or any construction lender in connection with the Lot, (5) any right to assert a claim to any loan proceeds held by any construction lender, and (6) any claims or causes of action which might otherwise be asserted as part of a civil lawsuit or proceeding for damages, including, but not limited to, direct, indirect, consequential, liquidated and delay damages and/or losses, or other relief, legal and/or equitable, in any court or tribunal or before any arbitrator or arbitration panel that might otherwise have jurisdiction. This release and waiver is for the benefit of, and may be relied upon by the Contractor/Buyer, the Lot Owner, any construction lender, the surety (the "Surety") under any labor and material payment bond, any title insurance company issuing any title insurance report or commitment relating to the Lot, and their respective heirs, personal representatives, estates, successors and assigns.

For the foregoing consideration, the Subcontractor/Seller further warrants and represents that the Subcontractor/Seller has fully and duly paid for, or will use the monies it receives from this progress payment to promptly pay for, all labor, materials, equipment and supplies used or furnished by the Subcontractor/Seller in connection with the Lot and any improvements thereon, and hereby covenants and agrees to indemnify, hold harmless and defend the Contractor/Buyer, Lot Owner, any construction lender or Surety, and title insurance company, and each of them, and their heirs, personal representatives, estates, successors and assigns, from and against any and all claims, losses, damages, liabilities or expenses (including reasonable attorney's fees) which may be sustained or incurred by any of them for any failure of the Subcontractor/Buyer to make such payments.

Executed this 29 day of March, 2019.

Super Western Inc Subcontractor/Seller

By: 
Name: PETE SWOBODA
Title: VICE PRESIDENT

PLEASE SIGN AND RETURN TO:
Pewaukee Sunder Fields LLC
710 North Plankinton Avenue
Milwaukee, WI 53203

REMITTANCE ADVICE

SUPERW Super Western Inc
N59 W14601 Bobolink Avenue
MENOMONEE FALLS , WI 53051

Towne Realty, Inc.
Check Number HQ101-00043053
Check Date Mar 28, 2019

Invoice	Date	Reference	Payment Amt	Retention	Discount	Total Payment
WI1120 Pewaukee Sunder Fields LLC						
033119003	03/31/2019	WDLF,000003P,02740S.S,00 - Asphalt Paving	3,400.00	-340.00	.00	3,060.00
033119003	03/31/2019	WDLF,000003P,02530S.S,00 - Sanitary Sewerage	4,000.00	-400.00	.00	3,600.00
033119003	03/31/2019	WDLF,000003P,02300S.S,00 - Earthwork	83,785.50	-8,378.55	.00	75,406.95
033119003	03/31/2019	WDLF,000003P,02630S.S,00 - Storm Drainage	19,700.00	-1,970.00	.00	17,730.00
Invoice 033119003 total			110,885.50	-11,088.55	.00	99,796.95
Total Remittance			110,885.50	-11,088.55	.00	99,796.95

THIS DOCUMENT CONTAINS SECURITY FEATURES

Towne Realty, Inc.
710 N. Plankinton Ave.
MILWAUKEE, WI 53203

BMO Harris Bank N.A.
MILWAUKEE, WI

2-28/710

Date
Mar 28, 2019

Check Number
HQ101-00043053

Pay *Ninety Nine Thousand Seven Hundred Ninety Six Dollars 95 Cents*

Amount
\$99,796.95

Towne Realty, Inc.

To
The
Order
Of
Super Western Inc
N59 W14601 Bobolink Avenue
MENOMONEE FALLS , WI 53051

Per [Signature]
Per [Signature]

PAYABLE IN US DOLLAR

⑈00043053⑈ ⑆071000288⑆ 00001⑈92489⑈

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

DATE: April 15, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Grant Temporary Beer Licenses to Buddies of Environmental Enjoyment and Recreation Summer Roll-Up Beer Garden Events [Tarczewski]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

BEER Applications

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

Application Date: April 3, 2019

☐ Town ☐ Village ☒ City of Pewaukee

County of Waukesha

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5pm 6/14/19 and ending 10pm, 6/15/19 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☒ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization

☐ Fair Association

(a) Name Buddies of Environmental Enjoyment and Recreation

(b) Address 128 Park Ave, Pewaukee, WI 53072

(Street)

☐ Town

☒ Village

☐ City

(c) Date organized 1/18/2018

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Jim Grabowski, Pewaukee, WI 53072

Vice President Mark Grabowski, Pewaukee WI 53072

Secretary Erik Spooner, Pewaukee, WI 53072

Treasurer Andrew Sisler, Pewaukee, WI 53072

(g) Name and address of manager or person in charge of affair: Mark Grabowski 244 Park Ave, Pewaukee, WI 53072

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number N5w27300 Northview Rd, Waukesha, WI 53188

South Park *

(b) Lot Block

(c) Do premises occupy all or part of building? Yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event Pewaukee Park and Rec Roll Up Beer Garden

(b) Dates of event June 14 and 15, 2019 *

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature] 4-3-19
(Signature/date)

Officer [Signature] 4/3/19
(Signature/date)

Date Filed with Clerk 4-4-19

Date Granted by Council

Buddies of Environmental Enjoyment and Recreation

(Name of Organization)

Officer Erik Spooner 4/4/19
(Signature/date)

Officer Amy Smith 4-4-2019
(Signature/date)

Date Reported to Council or Board 4-12-19

License No.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

Application Date: April 3, 2019

☐ Town ☐ Village ☒ City of Pewaukee

County of Waukesha

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5pm 7/12/19 and ending 10pm, 7/13/19 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- ☒ Bona fide Club ☐ Church ☐ Lodge/Society
☐ Chamber of Commerce or similar Civic or Trade Organization
☐ Veteran's Organization ☐ Fair Association

(a) Name Buddies of Environmental Enjoyment and Recreation

(b) Address 128 Park Ave, Pewaukee, WI 53072

(Street)

☐ Town ☒ Village ☐ City

(c) Date organized 1/18/2018

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Jim Grabowski, Pewaukee, WI 53072

Vice President Mark Grabowski, Pewaukee WI 53072

Secretary Erik Spooner, Pewaukee, WI 53072

Treasurer Andrew Sisler, Pewaukee, WI 53072

(g) Name and address of manager or person in charge of affair: Mark Grabowski 244 Park Ave, Pewaukee, WI 53072

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number N26W27495 Prospect Ave, Pewaukee, WI 53072

Nettashheim Park *

(b) Lot Block

(c) Do premises occupy all or part of building? All

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event Pewaukee Park and Rec Roll Up Beer Garden

(b) Dates of event July 12 and 13, 2019 *

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Jim Grabowski 4-3-19
(Signature/date)

Officer U L 4/3/19
(Signature/date)

Date Filed with Clerk 4-4-19

Date Granted by Council

Buddies of Environmental Enjoyment and Recreation

(Name of Organization)

Officer Erik Spooner 4/4/19
(Signature/date)

Officer Andrew Sisler 4-4-2019
(Signature/date)

Date Reported to Council or Board 4-12-19

License No.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

Application Date: April 3, 2019

☐ Town ☐ Village ☒ City of Pewaukee

County of Waukesha

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 5pm 8/16/19 and ending 10pm, 8/17/19 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

☒ Bona fide Club

☐ Church

☐ Lodge/Society

☐ Chamber of Commerce or similar Civic or Trade Organization

☐ Veteran's Organization

☐ Fair Association

(a) Name Buddies of Environmental Enjoyment and Recreation

(b) Address 128 Park Ave, Pewaukee, WI 53072

(Street)

☐ Town

☒ Village

☐ City

(c) Date organized 1/18/2018

(d) If corporation, give date of incorporation

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Jim Grabowski, Pewaukee, WI 53072

Vice President Mark Grabowski, Pewaukee WI 53072

Secretary Erik Spooner, Pewaukee, WI 53072

Treasurer Andrew Sisler, Pewaukee, WI 53072

(g) Name and address of manager or person in charge of affair: Mark Grabowski 244 Park Ave, Pewaukee, WI 53072

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number N44 W23875 Lindsay Rd, Pewaukee, WI 53072

Balmer Park *

(b) Lot Block

(c) Do premises occupy all or part of building? All

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

3. Name of Event

(a) List name of the event Pewaukee Park and Rec Roll Up Beer Garden

(b) Dates of event August 16 and 17, 2019 *

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Jim Grabowski 4-3-19
(Signature/date)

Officer [Signature] 4/3/19
(Signature/date)

Date Filed with Clerk 4-4-19

Date Granted by Council

Buddies of Environmental Enjoyment and Recreation

(Name of Organization)

Officer Erik Spooner 4/4/19
(Signature/date)

Officer Andrew Sisler 4-4-2019
(Signature/date)

Date Reported to Council or Board 4-12-19

License No.

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

DATE: April 15, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Award the Rehabilitation Contract for Well #7 to the Lowest Qualified Bidder, Municipal Well and Pump in the Amount of \$63,440 [Weigel/Mueller]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Mueller Memo

Municipal Water & Pipe

CTW Corp

Water Well Solutions

RM Email

Water Systems Engineering Report



**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: Common Council

From: Jane E. Mueller, Utility Manager

Date: 4/12/19

Re: Award of Well #7 Wispark Deep Well Rehabilitation Work

At the end of October of 2018, Utility staff conducted routine quarterly raw well bacteria water sampling. Well #7 samples came back unsafe, meaning that there was a presence of bacteria in the water sample. Successive sampling and chlorination by utility staff throughout November and December were unsuccessful in consistently obtaining safe water samples from the well. (Additional water samples were taken from the water distribution system and the onsite reservoir when the unsafe sample was discovered. No contamination of the distribution system occurred.)

The Utility enlisted the consultant, Water Systems Engineering to complete a full scale analysis of the water being pumped from the well. WSE provided an aggressive well treatment plan for the well and aquifer.

Request for quotes to provide the well rehabilitation work were solicited from three local well & pump contractors; Municipal Well & Pump, Water Well Solution/Suez, and CTW Corp. Ruekert & Mielke has recommended awarding the rehabilitation work to the low bidder, Municipal Well & Pump for \$63,440.00.

The work will commence when we receive DNR approval for this work.

Recommendation: Award the Well #7 Wispark Deep Well Rehabilitation work to Municipal Well & Pump for \$63,440.00 when we receive DNR approval.

April 3, 2019

Mr. Tracy Greenfield
Vice President
Municipal Well & Pump
1212 Storbeck Drive
Waupun, WI 53963

Mr. Mark Thurow
Operations Manager
SUEZ Water Advanced Solutions
N87 W36051 Mapleton Street
Oconomowoc, WI 53066

Mr. Timothy Cummens
President
CTW Corporation
21500 West Good Hope Road
Lannon, WI 53046-9720

Re: City of Pewaukee
Well No. 7 Rehabilitation
Request for Quotation

Dear Gentleman:

The City of Pewaukee Well No. 7 motor failed in June of 2018. The well pump motor and motor cable were replaced and the well pump was reinstalled in August of 2018. The well has since intermittently failed bacteriological testing. Chemical treatment and disinfection is being recommended to correct this issue.

Also, after the well was placed back in service the check valves located in the column pipe have not been operating properly. As part of this project, the check valves will need to be replaced. The City of Pewaukee is requesting proposals for performing the following tasks:

1. Pull well pump. Place weatherproof cover over entire assembly.
2. Televis well. Furnish one copy of DVD record to the owner.
3. Perform mechanical scrubbing of the well casing and well borehole using a surge block or brush to remove loose material. Brush shall have steel bristles with a minimum diameter exceeding the well diameter and be fabricated or manufactured for well cleaning. Brush weight to be as heavy as needed to assure brush won't bind while being lowered.
4. Bail or pump disrupted material from the well.
5. Perform chemical treatment per the attached specification.
6. Televis well post-cleaning. Furnish two copies of DVD record to the owner.

~2692181 WisPark Deep Well Pump Failure > 100 Deep Well Pump Failure > Correspondence > 2019 Well Work > Quoters-20190403-Request for Quotations.docx~

Mr. Tracy Greenfield, Mr. Mark Thurow, Mr. Timothy Cummens

Well No. 7 Rehabilitation, Request for Quotation

April 3, 2019

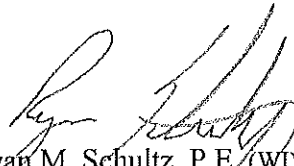
Page 2

7. Replace pump check valves with bleed back check valves, vertically located per the pump manufacturer's recommendation.
8. Reinstall well pump. Well pump and equipment shall be sprayed with a chlorine solution with a chlorine residual of not less than 200 mg/l prior to being reinstalled in the well.
9. Flush well and obtain bacteriologically safe water samples. Samples shall be collected and successfully pass bacteriological test per NR 810, Wisconsin Administrative Code. Submit samples to certified lab for analysis. Submit lab results to Owner which document bacteriologically safe results. Pay for all sampling costs. After bacteriologically safe samples have been obtained, connect pump discharge to permanent piping.

If you are interested in performing this work, please return your completed quotation to our office by 1:00 PM on April 12, 2019. Contact me if you have questions.

Very truly yours,

RUEKERT & MIELKE, INC.



Ryan M. Schultz, P.E. (WI)
Project Engineer
rschultz@ruekert-mielke.com

RMS:tmg

Enclosures: Potable Well Chemical Treatment Specification
Form of Quotation

cc: Jane Mueller, City of Pewaukee
File

City of Pewaukee
Well No. 7 Pump Removal and Well Testing
Form of Quotation

<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1. Pull well pump	Each	1	<u>8160</u>	<u>8160</u>
2. Televis well	Each	1	<u>1270</u>	<u>1270</u>
3. Mechanically scrub well casing and well bore hole	Each	1	<u>720</u>	<u>720</u>
4. Bail well	Hrs.	2	<u>240</u>	<u>480</u>
5. Chemically treat and disinfect well per the attached specification	Each	1	<u>40,220</u>	<u>40,220</u>
6. Televis well post-treatment	Each	1	<u>1270</u>	<u>1270</u>
7. Replace pump check valves	Each	2	<u>935</u>	<u>1870</u>
8. Reinstall pump	Each	1	<u>8750</u>	<u>8750</u>
9. Flush well and obtain samples	Hrs.	4	<u>175</u>	<u>700</u>
			Total	<u>63,440</u>

Time to complete Items 1-9 after receiving notice to proceed. _____ days.

Submitted By: [Signature] *PER DISCUSSION, COMPLETION IS BY 5/31/19 AND CAN START*

Representing: Municipal Water Pump *ONCE AWDNR PERMIT IS AVAILABLE BY A/E*

Signature and Date: TRACY GREENFIELD
4/12/19

SECTION 33 21 13.30

POTABLE WELL CHEMICAL TREATMENT

PART 1 - GENERAL

1.01 WORK INCLUDES

- A. Injection of chemicals; mechanical agitation after chemical injection; pumping out and disposal of chemical solutions.
- B. Well location is W239 N2240 Pewaukee Road.

1.02 DEFINITIONS

- A. Surging: Mechanical agitation of injected chemical or chlorine solution to work it into all areas of open borehole formation. Exact method(s) of surging are selected by Contractor. However, surging must be applied to entire open borehole using tools introduced into well for that purpose.

1.03 REFERENCES

- A. Wisconsin Administrative Code Chapter NR 811 - Requirements for the Operation and Design of Community Water Systems.

1.04 EXISTING SYSTEM DESCRIPTION

- A. Well data:
 - 1. Diameter:
 - a. From Surface to 84 feet: 24 inches.
 - b. From 84 feet to 451 feet: 23 inches.
 - c. From 451 feet to 1344 feet: 15 inches.
 - 2. Casing depth: 441 feet.
 - 3. Total depth: 1344 feet.
 - 4. Static water level: 476 feet.
- B. Pump data:
 - 1. Setting depth to pump: 756 feet.
 - 2. Pumping level: 580 feet at 588 GPM.
 - 3. Discharge head outlet diameter: 6 inches.
 - 4. Column pipe diameter: 6 inches.
- C. Motor:
 - 1. Synchronous speed: 3540 RPM.
 - 2. Voltage: 480.
 - 3. Phase: 3.
 - 4. Horsepower: 150.

PART 2 - PRODUCTS

2.01 CHEMICALS

- A. Rehabilitation.
 - 1. Acid: Phosphoric acid, 75 percent strength, 535 gallons.
 - 2. Biodispersant: NuWell 310 by Johnson Screens or QC-21 by Layne, 130 gallons.
 - 3. Water: Clean, fresh, potable. Provided by Owner from fire hydrant at Site, 2,000 gallons.

- B. Disinfection.
 - 1. Chloride: Sodium hypochlorite (12 percent), 52 gallons, plus additional volume to maintain residual in well and for final disinfection.
 - 2. Chlorine enhancer: NuWell 410 , by Johnson Screens or Oximate by Layne, 75 gallons.
 - 3. Water: Clean, fresh, potable. Provided by Owner from fire hydrant at Site, 20,000 gallons.

PART 3 - EXECUTION

3.01 GENERAL

- A. Prevent tampering with the well and entrance of foreign matter. Assume responsibility for objectionable material that falls into well and its consequences until all Work is completed.
- B. Maintain a chlorine residual in well at all times.
- C. Construct and maintain temporary Site improvements to permit access for materials, equipment and personnel. When Work ends, remove temporary improvements and restore Site to condition that existed before starting Work.

3.02 CHEMICAL TREATMENT

- A. Rehabilitation/acid treatment. Bail out all debris.
 - 1. Blend the following in vessel at surface: 535 gallons of 75 percent phosphoric acid, 130 gallons of biodispersant, 2,000 gallons of water. Chemicals shall be mixed lightly in this order: water, acid, then biodispersant. Inject entire volume into wells producing zones, located below 640 feet using a tremie pipe or jetting pipe. Aggressively swab or surge well for a minimum of 8 hours. During surging, monitor the pit and maintain a pH of 3 or less.
 - 2. Use contractor-supplied pump to purge the well until visual turbidity is absent, the pH has returned to normal background levels, and the conductivity has returned to normal pre-treatment range. Set pump at a depth of 750 ft.
 - 3. Measure pH of purged water. Add sodium hydroxide to neutralize until pH rises to 7.0 to 7.5. Dispose of neutralized waste in existing storm sewer manhole designated by Owner. Maximum allowable discharge rate not to exceed capacity of the storm sewer.
 - 4. Well No. 4 is on the same site as Well No. 7. The contractor shall monitor pH of Well No. 4 during chemical treatment.
- B. Disinfection.
 - 1. Blend the following in vessel at surface: 52 gallons of 12 percent sodium hypochlorite, 75 gallons of chlorine enhancer, 20,000 gallons of water. Chemicals shall be lightly mixed in the following order: water, chlorine, then chlorine enhancer. Additional chlorine shall be added if pH of solution is below 5.5. Inject entire volume into well's producing zones located below 640 feet using a tremie pipe or jetting pipe.
 - 2. Aggressively swab or surge solution for 6 hours. Monitor the chlorine level during disinfection and add additional chlorine to maintain at least a 100-ppm chlorine level during disinfection. Additional sodium hypochlorite shall be added in increments of 0.12 gallons. Let solution in well stand undisturbed overnight and refresh the solution to over 100 ppm and repeat the surging process the following morning until pumping off.
 - 3. Pump chlorine solution out using Contractor-supplied pump. Pump until chlorine concentration in water pumped from well drops to 1.0 ppm.

4. Neutralize waste with sodium bisulfite until no measurable residual chlorine exists. Dispose of neutralized waste through existing storm sewer manhole designated by Owner. Maximum discharge rate not to exceed capacity of storm sewer.

END OF SECTION

**City of Pewaukee
Well No. 7 Pump Removal and Well Testing
Form of Quotation**

<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1. Pull well pump	Each	1	<u>6000</u>	<u>6000</u>
2. Televise well	Each	1	<u>1500</u>	<u>1500</u>
3. Mechanically scrub well casing and well bore hole	Each	1	<u>2000</u>	<u>2000</u>
4. Bail well	Hrs.	2	<u>325</u>	<u>650</u>
5. Chemically treat and disinfect well per the attached specification	Each	1	<u>58,000</u>	<u>58,000</u>
6. Televise well post-treatment	Each	1	<u>1500</u>	<u>1500</u>
7. Replace pump check valves	Each	2	<u>700</u>	<u>1400</u>
8. Reinstall pump	Each	1	<u>7000</u>	<u>7000</u>
9. Flush well and obtain samples	Hrs.	4	<u>\$ 110</u>	<u>\$ 440</u>
Total				<u>78,490</u>

Time to complete Items 1-9 after receiving notice to proceed. 45 calendar days.

Submitted By: Deborah Nunn

Representing: CTW Corporation

Signature and Date: Deborah Nunn 4-10-19

City of Pewaukee
Well No. 7 Pump Removal and Well Testing
Form of Quotation

<u>Item</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1. Pull well pump	Each	1	<u>7,500.⁰⁰</u>	<u>\$ 7,500.⁰⁰</u>
2. Televis well	Each	1	<u>1,000.⁰⁰</u>	<u>1,000.⁰⁰</u>
3. Mechanically scrub well casing and well bore hole	Each	1	<u>1,200.⁰⁰</u>	<u>1,200.⁰⁰</u>
4. Bail well	Hrs.	2	<u>250.⁰⁰</u>	<u>500.⁰⁰</u>
5. Chemically treat and disinfect well per the attached specification	Each	1	<u>50,000.⁰⁰</u>	<u>50,000.⁰⁰</u>
6. Televis well post-treatment	Each	1	<u>1,000.⁰⁰</u>	<u>1,000.⁰⁰</u>
7. Replace pump check valves	Each	2	<u>1,200.⁰⁰</u>	<u>2,400.⁰⁰</u>
8. Reinstall pump	Each	1	<u>8,000.⁰⁰</u>	<u>8,000.⁰⁰</u>
9. Flush well and obtain samples	Hrs.	4	<u>200.⁰⁰</u>	<u>800.⁰⁰</u>
Total				<u>\$ 72,400.⁰⁰</u>

Time to complete Items 1-9 after receiving notice to proceed. ~ 14 days. Complete by 5.17.19

Submitted By: Water Well Solutions / Sue Z

Representing: JEFF GIBSON

Signature and Date:  4.12.19

Mueller, Jane

From: Epstein, Chris <CEpstein@ruekert-mielke.com>
Sent: Friday, April 12, 2019 1:37 PM
To: Mueller, Jane
Cc: Schultz, Ryan
Subject: Well No. 7 Rehabilitation
Attachments: mw&p.pdf; wws.pdf; ctw.pdf

Hello Jane,

Attached are the quotes received for the rehabilitation work at Well No. 7. This work includes pulling the well pump, televising the well, mechanically scrubbing the well, bailing the well, chemically treating the well, televising the well post-treatment, replacing the pump check valves, reinstalling the pump, flushing the well and obtaining safe samples. As part of the request for quote we specified the use of a temporary pump during rehabilitation in lieu of the existing well pump since there could be debris being pumped from the well. It does cost more to use the temporary pump. To save on costs the well pump could be used to pump the well during the rehabilitation work. Municipal Well & Pump has the lowest priced quote and I recommend awarding the work to them. Please let me know how you would like to proceed.

Thanks,

Chris L. Epstein, P.E.
Water Engineer



☎ 262-953-3082
✉ CEpstein@ruekert-mielke.com
🌐 ruekertmielke.com



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Date: March 19, 2019

REVISED

Lab Report No. 21442

Jane Mueller
City of Pewaukee
W240N3065 Pewaukee Rd
Pewaukee, WI 53072

Project Description: Wispark Deep Well No.7, Samples dated 2/18/2019
Complete Well Profile (1)

Test Description:

The Complete Well Profile analysis is designed for comparative analysis of two samples, typically one static and one pumping sample. The Complete Well Profile utilizes a series of inorganic chemical and microbiological tests to identify fouling and corrosion issues with potential impacts on the operation of the sampled well. The tests include a number of inorganic chemical parameters such as pH, total dissolved solids/conductivity, hardness, alkalinity, oxidation reduction potential (ORP), bicarbonate, carbonates, silica, sodium, potassium, chloride, iron, manganese, phosphate, nitrate, sulfate, and total organic carbon (TOC). Biological assessment is designed to quantify the total bacterial population, identify two dominant populations of bacteria, assess anaerobic conditions, and identify the presence of iron related bacteria and sulfate reducing organisms. Also included are tests for Adenosine triphosphate (ATP), heterotrophic plate count (HPC), total coliform and E. coli coliform, and a microscopic evaluation.

Testing Procedures:

All laboratory testing procedures are performed according to the guidelines set forth in *Standard Methods for the Examination of Water and Wastewater* as established by the American Public Health Association (APHA), American Water Works Association (AWWA), and Water Environment Federation (WEF). Corrosion analyses are performed in accordance with the guidelines as set forth by the National Association of Corrosion Engineers (NACE). In general, these methods are approved by both the Environmental Protection Agency (EPA) and AWWA for the reporting of water and/or wastewater data.

Sample collection and shipment is the responsibility of the customer, performed according to protocol and procedures defined by the laboratory in advance of the sampling event with regards to the specific project and nature of the problem.

Disclaimer:

The data and interpretations presented are based on an evaluation of the samples and submitted data. Conclusions reached in this report are based upon the data available at the time of submittal and the accuracy of the report depends upon the validity of information submitted. Any recommendations presented are based on laboratory and field evaluations of similar fouling occurrences within potable water systems. Further investigative efforts, such as efficiency testing, site inspection, video survey, or other evaluation methods may offer additional insight into the system's condition and the degree of fouling present.

Client: City of Pewaukee

REVISED

Date: March 19, 2019

Lab Report No. 21442

Re: Wispark Deep Well No.7, Samples dated 2/18/2019

Complete Well Profile (1)

ND - Not Detected

NA - Not Applicable

* as CaCO₃

	Well No. 7 12:00 pm	Well No. 7 3:08 pm	Detection Limits
pH Value	7.44	7.55	NA
Phenolphthalein Alkalinity*	ND	ND	4 mg/l
Total Alkalinity*	244	232	4 mg/l
Hydroxide Alkalinity	ND	ND	4 mg/l
Carbonate Alkalinity	ND	ND	4 mg/l
Bicarbonate Alkalinity	244	232	4 mg/l
Total Dissolved Solids	356	349	1.0 mg/l
Conductivity (µm or µS/cm)	494	485	NA
ORP (mV)	238.8	242.8	NA
Langelier Saturation Index (at 16°C)	- 0.13	- 0.03	NA
Total Hardness*	248	228	4 mg/l
Carbonate Hardness	244	228	4 mg/l
Non-Carbonate Hardness	4	ND	4 mg/l
Calcium*	144	148	4 mg/l
Magnesium*	104	80	4 mg/l
Sodium (as Na)	9.40	8.94	0.02 mg/l
Potassium (as K)	2.40	2.70	0.1 mg/l
Phosphate (as PO ₄)	0.08	0.11	0.06 mg/l
Chlorides (as Cl)	9.6	19.6	2 mg/l
Nitrate (Nitrogen)	ND	ND	0.3 mg/l
Chlorine (as Cl)	ND	ND	0.02 mg/l
Dissolved Iron (as Fe ²⁺)	ND	ND	0.02 mg/l
Suspended Iron (as Fe ³⁺)	0.07	0.05	0.02 mg/l
Iron Total (as Fe)	0.07	0.05	0.02 mg/l
Iron (resuspended)	0.31	0.21	0.02 mg/l
Copper (as Cu)	ND	ND	0.04 mg/l
Manganese (as Mn)	ND	ND	0.1 mg/l
Sulfate (as SO ₄)	12	9	2 mg/l
Silica (as SiO ₂)	7.5	8.4	1.0 mg/l
Tannin/Lignin	ND	ND	0.1 mg/l
Total Organic Carbon (C)	2.8	3.0	0.0 mg/l

Biological Analysis:

	Well No. 7 12:00 pm	Well No. 7 3:08 pm	Detection Limit
Plate Count (colonies/ml)	750	5	NA
Anaerobic Growth (%)	<10%	<10%	NA
Sulfate Reducing Bacteria	Negative	Negative	NA
Fe/Mn Oxidizing Bacteria	Positive	Negative	NA
ATP (cells per ml) Initial	90,000	25,000	NA
ATP (cells per ml) 24 Hour	71,000	18,000	NA
Total Coliform	Negative	Negative	NA
E. Coli	Negative	Negative	NA
Bacterial Identification	<i>Enterobacter cloacae</i> ss <i>dissolvens</i>	<i>Pseudomonas mendocina</i>	NA
Bacterial Identification	<i>Gallionella</i>	-	NA

Microscopic Evaluation:

Casing: Low to moderate bacterial activity, very low iron oxide, low iron oxide entrained biomass with very low number of *Gallionella*.

Aquifer: No visible bacterial activity with very low amounts of crystalline debris.

Observations and Interpretations:

When received in the lab the casing sample was slightly murky in appearance. The aquifer sample was clear and free of sediment. The inorganic chemical analyses of the samples found a moderate level of alkalinity with elevated carbonate hardness. The samples displayed a slightly alkaline pH. The oxidation-reduction potential (ORP), at approximately 240 millivolts, is indicative of an oxidative condition which could lead to metal oxide deposition in the presence of metal ions.

The Langelier Saturation Index (LSI), which is a calculation of the amount of dissolved calcium carbonate in the water and an indication of the potential for calcium carbonate scale formation, was near a zero-value indicating a balanced condition with a decreased likelihood of significant carbonate scale deposition taking place although carbonate buildup could occur over time.

Total dissolved solids were below the recommended secondary drinking water maximum of 500 ppm. Chemicals and compounds found to be present at concentrations above a desirable level were limited to potassium and total organic carbon. Total organic carbon is the amount of carbon bound up in organic compounds. It is typically derived from decaying organic matter as well as from synthetic sources such as pesticides, herbicides, fertilizers, and detergents. Organic carbon originates at or near the surface in the groundwater recharge area and infiltrates the aquifer over time. High TOC levels are a concern since the carbon provides an excellent food source and stimulates the growth of microorganisms.

Microbial growth was very low on the culture plates although this may not be a true reflection of the actual bacterial content since over 95% of all bacterial species do not grow on culture media under laboratory conditions. Adenosine triphosphate (ATP), a component of cellular material and a means of evaluating the total bacterial population present, were within what would be considered an acceptable range with 90,000 cells per milliliter in the casing sample and 25,000 in the aquifer sample. ATP levels in a well not adversely affected by bacterial growth should be in the range of 20,000 to 70,000 cells per milliliter. Any concentration greater than 100,000 cells is of concern for biofouling.

The dominant micro-organisms present were species of *Enterobacter* and *Pseudomonas*. *Enterobacter cloacae* is a gram-negative, facultative-anaerobe, rod-shaped bacterium. *E. cloacae* are widely dispersed in the environment, found in water and soil, but also in sewage and dairy products. *E. cloacae* are considered nosocomial (opportunistic) pathogens, responsible for a number of infections such as bacteremia, lower respiratory tract infections, urinary tract infections, and septic arthritis when immuno-compromised patients have direct contact with the bacteria. *Pseudomonas mendocina* is a gram-negative environmental bacterium found in both soil and water environments. *Pseudomonas mendocina* is recognized as an opportunistic pathogen that can generate infections in immuno-compromised patients who come in contact with large accumulations of the bacteria. *Pseudomonas mendocina* is also used in bioremediation as it is able to degrade toluene and other contaminants.

Both samples tested negative for total coliform bacteria. Anaerobic growth represented less than 10% of the total microbial growth with no detectable sulfate reducing bacteria present.

When viewed under the microscope, the casing sample displayed a moderate amount of visible bacterial activity. The sample contained trace amounts of iron oxide as such and a small amount of iron oxide entrained biofilm. The casing sample also contained a very small population of the iron oxidizing organism *Gallionella*. *Gallionella* are naturally occurring, iron-oxidizing bacteria that have been identified in a variety of different aquatic habitats, including groundwater. *Gallionella* are an aerobic group of bacteria that utilize iron as an energy source and secrete an iron-oxy-hydroxide byproduct. This secretion is often responsible for accumulations of iron oxide in wells and piping systems. The aquifer sample appeared to be free of visible bacterial activity, iron oxide, biofilm, and *Gallionella*.

Recommendations:

The complete profile analysis found no obvious issues of concern. The low level of dissolved mineral content including moderate alkalinity, hardness, and calcium, combined with a balanced saturation index, do not indicate persistent problems related to carbonate scale deposition, although scale formation other than carbonate scale is possible such as oxides and sulfides. There does not appear to be an extreme level of bacterial congestion although the presence of iron oxidizing bacteria in the casing sample is a concern. The primary indicators of severe bacterial congestion are high visible bacterial activity, high iron oxide, and high amounts of biofilm, none of which are at excessively high levels.

The well reportedly intermittently fails bacteria testing. The problem may be related to the construction of the well. This is a deep well constructed as an open-hole completion. In open-hole completions bacterial problems are often associated with blind pockets and fissures in the rock where very little flow is taking place. In these situations, anaerobic growth takes over and can include coliform bacteria. Possibly the shutdown period while the pump motor was replaced

allowed anaerobic conditions to develop and during pumping, occasional clusters of bacteria are shed and picked-up during sampling.

Before undertaking an extensive disinfection process, it would be advisable to actively pump the well with little shutdown time, if this has not already been done, to flush excessive organisms from the well. Another procedure that is often successful is tank surging. This involves mixing a tank of disinfection solution at the surface and allowing it to flow down the well between the casing and drop pipe and allowing it to settle in the water column for 20 to 30 minutes. At this time, start the pump and pump the solution back into the surface tank. Repeat this process several times. The treatment volume should be about 7,000 gallons of potable water mixed with 35 gallons of 12% sodium hypochlorite buffered to a pH of 6 to 7 with 40 gallons of Johnson's NW-410 chlorine enhancer to improve the biocidal activity of the chlorine. The solution may be mixed and placed in batches. After surging several times, while maintaining a chlorine concentration of 100 ppm or more, leave the solution in the well over night before pumping off and neutralizing the solution the following morning.

If the well continues to fail bacterial testing, conducting a full multi-phase cleaning may be necessary. This would involve pulling the pump and performing a mild acid cleaning followed by jetting or swabbing a disinfection solution into the producing sections of the open hole to penetrate fissures and pore spaces. If the decision is made to perform a complete multi-phase treatment the process should begin with pulling the pump and mechanically scrubbing the interior of the well using a surge block or brush. This will help remove loose scale, rust deposits, and biofilm which can provide a protective environment for microorganisms. Once the entire column has been scoured, bail or pump the disrupted material and any fill from the well, starting at the bottom.

Chemical treatment should begin by placing a solution of 6% phosphoric acid combined with 1.5% dispersion polymer such as Layne's QC-21 or Johnson Screen's NW-310 biodispersant into the producing zones by tremie pipe or jetting pipe and aggressively swabbing or surging it for approximately 8 hours. The chemical requirements are based on 1.5 times the volume of the zone to be treated. The recommended biodispersant is NSF approved for use in potable wells and is recommended to enhance the activity of the acid in cleaning biomass and extending the efficiency of the acid in attacking mineral scale. The acid and biodispersant solution will aid in breaking down the biofilm that surrounds and protects the organisms, allowing for better penetration of the disinfection solution as well as removing mineral scale.

During surging, monitor the pH and maintain a pH of 3 or less. Purge the well until visual turbidity is absent, the pH has returned to normal background levels, and the conductivity has returned to a normal, pre-treatment range.

Once the well has been effectively purged of all acid residue and is pumping clear of visible turbidity, disinfection should be carried out utilizing a pH adjusted chlorination at a 300-ppm chlorine level with a targeted pH range of 6.5 to 7.0. The treatment volume of the disinfection solution should be equivalent to 3 times the volume of the zone being treated and evenly distributed throughout the producing zones. This larger volume is utilized to flood the borehole with the disinfection solution in order to increase the effectiveness of treatment as well as the effective treatment zone. Utilization of a chlorine enhancing chemistry such as Layne's Oximate or Johnson's NuWell 410 chlorine enhancer for pH control is strongly advised to improve disinfection.

The disinfection solution should be surged into the well for a minimum of 6 hours. Monitor the chlorine level during disinfection and add additional chlorine to maintain at least a 100-ppm chlorine level during disinfection. Leave the solution in the well over night and refresh the solution to over 100 ppm and repeat the surging process the following morning before pumping off.

The following quantities are necessary for each step of the recommended treatment process to treat the well below a depth of 640 feet, which includes all the sandstone producing zone:

Rehabilitation

NW-120 phosphoric acid (75% strength)	535 gallons
Biodispersant	130 gallons
Potable water for blending	2,000 gallons

Disinfection

Sodium Hypochlorite (12% strength)	52 gallons
Chlorine Enhancer	75 gallons
Potable Water for blending	20,000 gallons

Since large volumes are required, mixing and placing the disinfection solution in batches would be acceptable.

For acid treatments, mix the chemicals in this order: water, acid, biodispersant. Mix lightly. If during acid treatment, the pH rises to a level above 3.0, add additional acid and water at the rate of 2 gallons of acid and 1 gallon of water. No additional dispersant should be needed.

For the chlorine treatment, mix the chemicals in this order: water, chlorine, chlorine enhancer, check the pH (below 5.5), add additional chlorine. Mix lightly. During disinfection, if the chlorine residual has dropped to below 100 ppm, add additional sodium hypochlorite in increments of 0.12 gallon to raise it to that level.

Following treatment, it is recommended that the well be put into operation as soon as possible and pumped on a regular schedule to inhibit the regrowth of microorganisms. It would also be advisable to conduct periodic monitoring analyses to monitor bacterial regrowth since anaerobic bacteria, once they become established, are difficult to get under control.

If you have any questions regarding the analyses or the information presented, please contact our office.

Paul D. Buozi
Professional Geologist
Water Systems Engineering, Inc.

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

DATE: April 15, 2019

DEPARTMENT: PW - Engineering

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

SUBJECT:

Approval of the Klein Dickert Development Agreement and Establish the Amount of the Letter of Credit [Weigel]

BACKGROUND:

Development that involve the construction of public infrastructure require a development agreement and letter of credit. The Klein Dickert building at Duplainville Road and Lindsay Road and Wilhar Drive has public infrastructure for; 1) the extension of sanitary sewer from Wilhar/Lindsay from the south side of Lindsay Road north across Lindsay Road and along Wilhar Drive; and 2) turning lanes and a bypass lane associated with the driveway coming off of Duplainville Road.

The reason this is coming forward ahead of the development's re-zoning is simply because that re-zoning was delayed from March due to the lack of quorum for the Plan Commission. Since the development agreement is prepared by the City Attorney, and since the amount of infrastructure is fairly small, we offered to bring this agreement forward in April so that the developer would not be delayed further.

FINANCIAL IMPACT:

No direct impact since all City and City Attorney costs involved in the Plan Review and development are paid by the developer.

Indirectly, the City would benefit by the assumed increase in property value due to the completion of the development; and the City and Water/Sewer Utility would be impacted by the capitalization (City) and depreciation (Water/Sewer) costs incurred in the final acceptance of the City infrastructure improvements.

RECOMMENDED MOTION:

Common Council approve the Klein Dickert Development Agreement and letter of credit, conditioned on : 1) final approval of the development agreement form by the City Attorney and City Engineer; 2) approval of the letter of credit form by the City Attorney and approval of the amount of the letter of credit as set by the City Engineer.

ATTACHMENTS:

Description

Klein Dicker Plans (part of Plan Commission plan set)

Draft development agreement



KLEIN DICKERT MILWAUKEE
KD NEW PEWAUKEE FACILITY
W227N4755 DUPLAINVILLE RD
PEWAUKEE, WI 53072



PROJECT DATA			
LOT AREA TOTAL	445,905 SQ FT		
GROUND FLOOR AREA NEW	54,732 SQ FT	12%	
GROUND FLOOR AREA EXIST.	7,110 SQ FT	1.6%	
TOTAL	61,842 SQ FT	14%	
PERCENTAGE PERMITTED	M-2 ZONING	50%	
IMPERVIOUS SURFACE	156,290 SQ FT	32%	
BUILDINGS	61,842 SQ FT		
CONCRETE/PAVING	94,948 SQ FT	64%	
GREEN SPACE	289,115 SQ FT	64%	
PERCENTAGE REQUIRED	M-2 ZONING	30%	
GOVERNING CODE	WISCONSIN ADMINISTRATIVE CODE (2015 INTERNATIONAL BUILDING CODE)		
OCCUPANCY	F-2 & B-1		
CONSTRUCTION TYPE	III-B		
FULLY SPRINKLERED	NFPA 13 (UNLIMITED AREA)		
	CIVIL		

REV	DESCRIPTION
C001	SITE SURVEY
C002	SITE UTILITY - EROSION CONTROL PLAN
C100	SITE PLAN
C200	GRADING PLAN
C300	UTILITY PLAN
C301	PUBLIC UTILITY SANITARY SEWER EXTENSION
C302	PRIVATE WATER
C400	DETAILS
C401	EROSION CONTROL DETAILS
C500	SPECIFICATIONS
C501	SPECIFICATIONS

SITE DEVELOPMENT	
DD1.0	PRESENTATION SITE PLAN
DD2.0	PARTIAL ENLARGED SITE/LANDSCAPE PLAN
DD2.1	OVERALL GROUND FLOOR PLAN
DD2.2	ENLARGED GROUND FLOOR PLAN - OFFICE AREA
DD3.0	PRESENTATION ELEVATIONS
DD3.1	ENLARGED OFFICE EAST ELEVATION



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KLEIN DICKERT MILWAUKEE
KD NEW PEWAUKEE FACILITY
W227N4755 DUPLAINVILLE RD
PEWAUKEE, WI 53072

PEWAUKEE PLAN COMMISSION SUBMITTAL - APRIL 2, 2019	DATE	BY
REV. DESCRIPTION	DATE	BY
SHEET TITLE		
TITLE SHEET		
CSD No: 170608018	DATE: 12-21-2018	
CHECKED BY: RUN	SHEET No:	
DRAWN BY: JGV		
		T1 PC

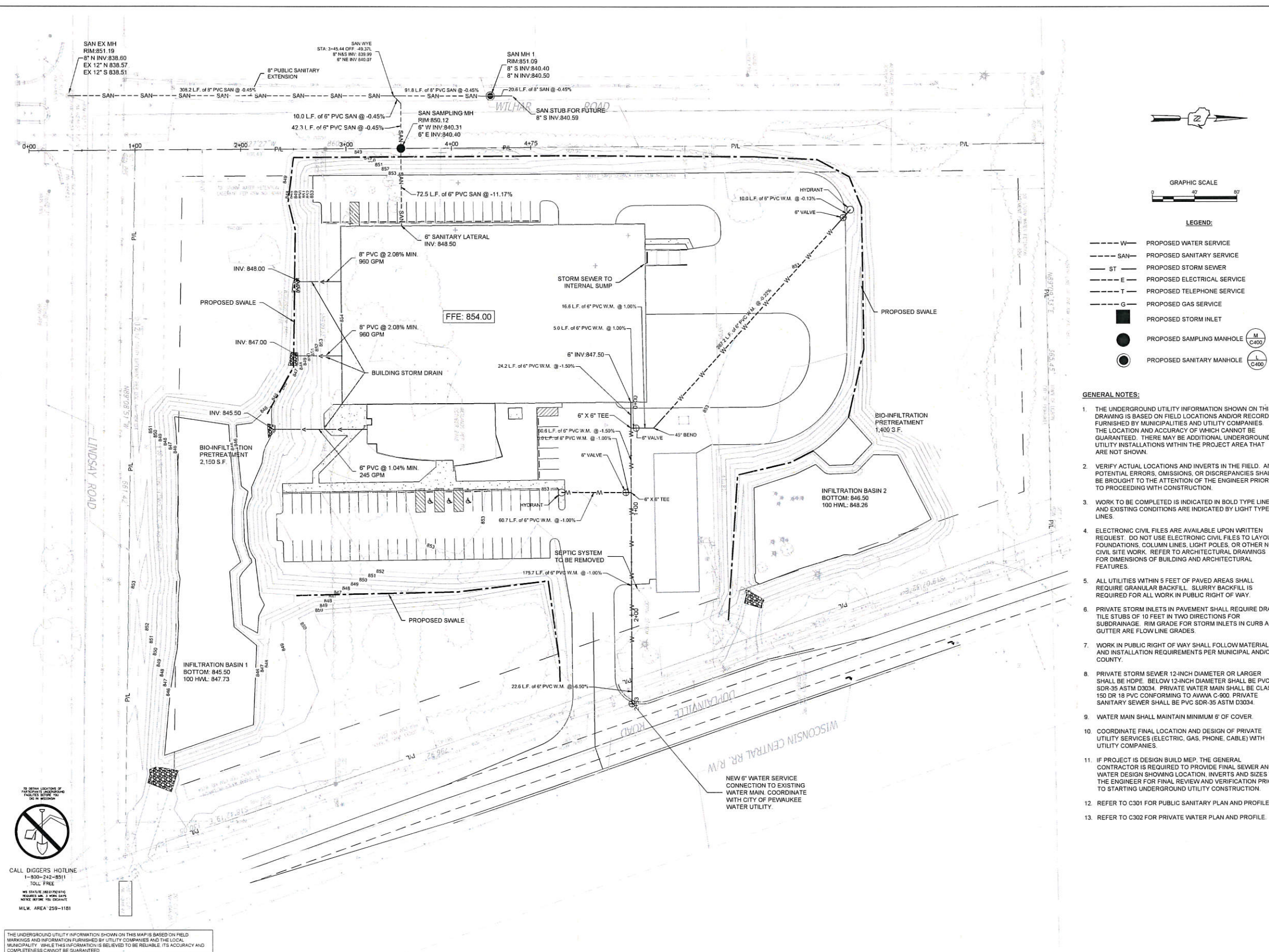
**PEWAUKEE MANUFACTURING BUILDING
 W 227 N 4755 DUPLAINVILLE ROAD
 PEWAUKEE, WISCONSIN**

UTILITY PLAN

CITY RE-SUBMITTAL 4/1/2019
 NO. REVISION DATE BY

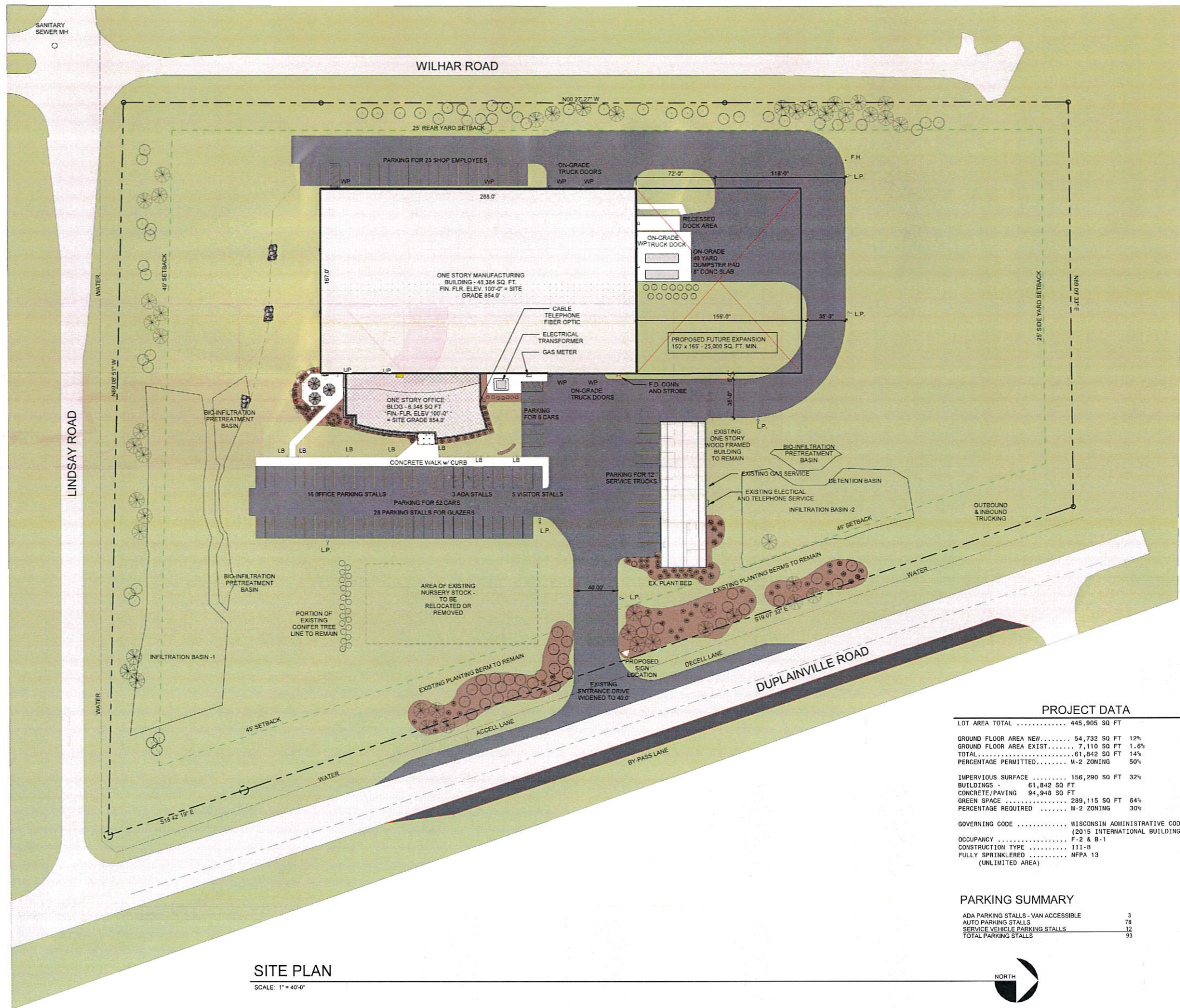
DRAWING NO. 17945 UTILITY PLAN.DWG
 DRAWN BY: SMM
 DATE: 9/5/18
 PROJECT NO: 17945
 CHECKED BY: CTC
 APPROVED BY: JBL
 SHEET NO.:

C300



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SITE PLAN
SCALE: 1" = 40'-0"

PROJECT DATA			
LOT AREA TOTAL	445,905 SQ. FT.		
GROUND FLOOR AREA NEW	54,732 SQ. FT.	12%	
GROUND FLOOR AREA EXIST.	7,110 SQ. FT.	1.6%	
TOTAL	61,842 SQ. FT.	14%	
PERCENTAGE PERMITTED	M-2 ZONING	50%	
IMPERVIOUS SURFACE	156,290 SQ. FT.	32%	
BUILDINGS	61,842 SQ. FT.		
CONCRETE/PAVING	94,948 SQ. FT.		
GREEN SPACE	289,115 SQ. FT.	64%	
PERCENTAGE REQUIRED	M-2 ZONING	30%	
GOVERNING CODE	WISCONSIN ADMINISTRATIVE CODE (2015 INTERNATIONAL BUILDING CODE)		
OCCUPANCY	F-2 & B-1		
CONSTRUCTION TYPE	III-B		
FULLY SPRINKLERED	NFPA 13 (UNLIMITED AREA)		

PARKING SUMMARY	
ADA PARKING STALLS - VAN ACCESSIBLE	3
AUTO PARKING STALLS	78
SERVICE VEHICLE PARKING STALLS	12
TOTAL PARKING STALLS	93



KLEIN DICKERT MILWAUKEE KD NEW PEWAUKEE FACILITY W227N4755 DUPLAINVILLE RD PEWAUKEE, WI 53072

PEWAUKEE PLAN COMMISSION SUBMITTAL - APRIL 2, 2019

REV.	DESCRIPTION	DATE	BY
1	PRESENTATION SITE PLAN	12/21/2018	JANAMITE

CSD No. 13212018
CHECKED BY: RKN
DRAWN BY: JAV

DEVELOPER'S AGREEMENT
FOR
KLEIN-DICKERT GLASS COMPANY
CITY of PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT made this _____ day of _____, _____, between KLEIN DICKERT GLASS COMPANY, a Wisconsin Corporation, W227 N4755 Duplainville Road, 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 _____, 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 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 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, as shown on the document marked "Preliminary Plat" on file in the CITY Clerk's office, conditioned in part upon the DEVELOPER and the CITY entering into a DEVELOPER's Agreement, as well as other conditions as approved by the CITY Common Council.

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, including snowplowing, until accepted by the CITY.
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: The DEVELOPER hereby agrees:

1. Prior to the start of construction of improvements, DEVELOPER shall provide to the CITY written certification from the DEVELOPER's Engineer that the sanitary sewer plans are in

conformance with all Federal, State and CITY specifications, regulations, ordinances and guidelines and written proof that the CITY Utility Engineer has approved said plans.

2. To construct, furnish, install and provide a complete sewerage system for the SUBJECT LANDS, all in accordance with the plans, specifications and drawings on file in the CITY Public Works office and all applicable Federal, State and CITY ordinances, specifications, regulations and guidelines for the construction of sewerage systems in the CITY and as approved by the CITY Utility Engineer.
3. Be responsible for the associated cost for the CITY to clean and televise all sanitary sewers in the SUBJECT LANDS prior to acceptance of the improvements and issuance of building permits by the CITY. DEVELOPER shall repair any defects as determined by the CITY Engineer.
4. The DEVELOPER shall comply with the specifications for all public facilities set forth in the City of PEWAUKEE Specifications. Record drawings, including digital record drawing 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.
5. That no building permits shall be issued until the sanitary sewer system for the SUBJECT LANDS has been dedicated to and accepted by the CITY.

C. SURFACE AND STORMWATER DRAINAGE: The DEVELOPER hereby agrees that:

1. Provide CITY with the recorded Stormwater Maintenance Agreement and erosion control permit has been issued.

D. 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.

E. 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 building 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.

F. 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:

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 acceptance 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 shall not commence to run until Final Acceptance. The issuance of building permits and approval of various items of development shall not commence the guarantee period.

SECTION IV. DEDICATION OF IMPROVEMENTS:

Subject to all of the other provisions of this agreement, the DEVELOPER shall, without charge to the CITY, upon completion of the above described 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 shall not constitute acceptance of any improvement by the CITY. All 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 improvements proposed for dedication are free of all liens, claims and encumbrances, including mortgages.

SECTION V. ACCEPTANCE OF WORK AND DEDICATION:

When the DEVELOPER shall have completed the improvements herein required and shall have dedicated the same to the CITY as set forth herein, the same shall be accepted by the CITY if said 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 and all other improvements described in Section I hereof, against defects due to faulty materials or workmanship, provided that such defects appear within a period of one year from the date of Substantial Completion as part of the Letter of Credit described in Section X. 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. The DEVELOPER shall make or cause to be made, at its own expense, any and all repairs which may become necessary under and by virtue of the DEVELOPER'S guarantee and shall leave the improvements in good and sound condition, satisfactory to the CITY at the expiration of the guarantee period.

C. Notice of Repair. If during said guarantee period, the improvements shall, in the reasonable opinion of the CITY Staff, require any repair or replacement which, in their judgment, is necessitated by reason of settlement of foundation, structure of backfill, or other defective materials or workmanship, the DEVELOPER shall, upon notification by the CITY the necessity for such repair or replacement, make such repair or replacement, at its own cost and expense. Should the DEVELOPER fail to make such repair or replacement within the time specified by the CITY in the aforementioned notification, after notice has been sent as provided herein, the CITY may cause such work to be done, but has no obligation to do so, either by contract or otherwise, and the CITY may draw upon such guarantee security to pay any costs or expenses incurred in connection with such repairs or replacements. Should the costs or expenses incurred by the CITY in repairing or replacing any portion of the improvements covered by this guarantee exceed the amount of the guarantee security, then the DEVELOPER shall immediately pay any excess cost or expense incurred in the correction process.

D. Maintenance Prior to Acceptance.

1. All improvements shall be maintained by the DEVELOPER so they conform to the approved plans and specifications at the time of their Final Acceptance 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 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 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 and stormwater management 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. If at any time:

- A. The DEVELOPER is in default of any aspect of this agreement, or
- B. The DEVELOPER does not complete the installation of the improvements within one (1) year from the signing of this agreement unless otherwise extended by this agreement or by action of the CITY COMMON COUNCIL, or
- C. The letter of credit on file with the CITY is dated to expire sixty (60) days prior to the expiration of the same 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 building or 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. 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, the DEVELOPER shall furnish to the Building Inspector of the CITY a copy of the stake out survey showing the street grade in front of the lot, the finished yard grade, the grade of all four corners of the lot, and the lot corner grades of the buildings on adjoining lots where applicable, as existing and as proposed.

E. PERMITS:

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

F. REMOVAL OF TOPSOIL:

The DEVELOPER agrees that no topsoil shall be removed 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:

The DEVELOPER shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The DEVELOPER shall clean the roadways within forty-eight (48) hours after receiving 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:

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

SECTION XVI. 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 XVII. 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 XIX. 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 XX. 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 XXI. 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 XXII. 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 XXIII. 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 XXV. 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 XXVI. 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 XXVII. 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 XXVIII. 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 XXX. 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.

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

KLEIN-DICKERT GLASS COMPANY

By: _____
Authorized Signatory

STATE OF WISCONSIN)
)ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 2019, 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

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

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

DATE: April 15, 2019

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding the Lake Country Commons Sewer Capacity Analysis and Impacts Review
Study by Strand Associates, Inc. [Fuchs]

BACKGROUND:

See attached staff report.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Direct City staff to continue to work with the developer of the Lake Country Commons project utilizing the current public sanitary sewer capacity that is available.

ATTACHMENTS:

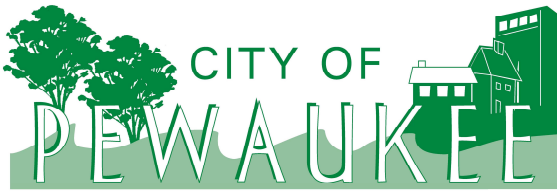
Description

Staff Report

Concept Plan

Strand Associates, Inc. Lake Country Commons review

Engineering Memo



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

REPORT TO THE COMMON COUNCIL

Meeting of April 15, 2019

Date: April 9, 2019

Project Name: Lake Country Commons

Project Address/Tax Key No.: N12 W26506 Golf Road/PWC0944994

Applicant: Santino Bando

Property Owner: Varin-Willow Run LLC

Current Zoning: P-1 Park and Open Space District, F-1 Floodplain District and LC Lowland Conservancy District

Proposed Zoning: To Be Determined

2050 Land Use Map Designation: Public or Private Park and Recreation and Water

Use of Surrounding Properties: Vacant agricultural zoned land to the north, LifeCare Hospitals of Wisconsin/Lake Country Surgery Center to the south and east, The Ingleside Hotel and I-94 to the south, General Electric Company to the east and multi-family residential to the west

Introduction

Staff is bringing forward two separate items for review and discussion related to the proposed Lake Country Commons development. First is consideration of existing and future sewer capacity needs for this development and throughout the City. The second is a scope of service proposal from Ehlers for analysis and creation of a Tax Incremental Financing District (TID) for this project.

Background

The applicant has presented multiple conceptual plans to City staff and the Plan Commission for redevelopment of the Pewaukee Golf Club property into a mixed use development. The most up-to-date conceptual site plan is attached and includes:

- a baseball stadium;
- public market;
- a lacrosse building;
- a 130-unit senior living facility;
- an indoor practice facility;
- an outdoor practice baseball field; and
- 64 condo units.

Note that this is still a conceptual plan and the proposed density, number of buildings, and location of facilities are all subject to change.

Description

Strand Associates, Inc. Report

The Lake Country Commons project is being proposed upon the Pewaukee Golf Club property, which is designated as Public or Private Park and Recreation on the City's 2050 future land use map. This property has historically been planned for recreational uses; therefore, the proposed development is a significant change in anticipated sanitary sewer flows.

As such, staff recommended, the Common Council approved, and the developer funded this report to review the existing sanitary sewer system, the Meadowbrook Farms lift station, the proposed development and other future sewer demands, and the existing intermunicipal sewer agreements.

Overall, the report demonstrates that there is sufficient capacity for this development with two areas identified as having potential for minor surcharging upon full buildout of all future development considered.

With that said, it is important to acknowledge that a shortfall in sewer capacity city-wide is still predicted to occur. That prediction is based upon the full buildout of vacant lands as well as existing development on private systems connecting to the public sanitary sewer system.

City staff and the developer are seeking Common Council direction on how to proceed with this development knowing that the City will have a city-wide sewer capacity issue in the future. For example, the City may wish to resolve the projected capacity shortfall prior to allowing development to occur within the City that is beyond the projected capacity for a particular property. Alternatively, the City may allow development to occur while overall capacity is still available.

Considerations:

- The need for additional capacity is known; however, the timing of the sewer capacity shortfall is unknown. That will depend upon the rate of development and how soon development on private systems connect to the public system.

Regardless of the direction related specifically to the Lake Country Commons project, staff will continue to recommend study and pursuit of purchasing additional sewer capacity to accommodate the full buildout of the City whether this development moves forward or not.

- Similarly, whether this project moves forward or not, staff would recommend that redevelopment of the golf course now be considered and its projected needed capacity be added to the shortfall estimate. In other words, if this project doesn't move forward, staff would still recommend increasing the projected shortfall to accommodate redevelopment of this site.
- It should be noted that the report provided and staff's opinions are estimates and projections based upon the best available information at this time. Developments may happen at greater or lower than anticipated densities and it is difficult to predict the future development of all parcels.
- In further consideration the timing of development within this area of the City and when a shortfall may occur, staff would anticipate the following:

- The development of the planned condos to the west of the golf course, Meadowgrass Village II, will occur in the near future. This development consists of seventeen 7-unit buildings, which is a total of 119 dwelling units.
- The timing of existing homes connecting to public sewer is likely further out in the future. According to the Strand report, this would include 62 single-family homes.
- Staff would also anticipate the Carmelite Nuns property would not redevelop in the near future. The report projects 150 single-family homes for that land.
- The latest conceptual site plan for Lake Country Commons includes two additional buildings since the previous site plan reviewed by Strand. Staff also believes there is potentially room for other buildings onsite and potentially an increase in residential density as well. Upon completion of a final site plan, staff would anticipate an amendment to this study to update these projections based on that final plan.
- The proposed development and potential creation of a TID may be a feasible way for the City to purchase at least some or all of the needed sewer capacity to accommodate future development within the City.
- If any infrastructure needs to be improved as a result of this development, the City may consider that as part of the TID analysis as well.

Tax Incremental Financing District

The developer of Lake Country Commons intends to request the creation of a TIF District to assist in financing the project. It is currently anticipated that this will be a developer financed, pay-as-you-go TIF where the developer pays for improvements and is reimbursed for those agreed upon improvements as increment becomes available.

The Pewaukee Golf Club property is currently assessed at \$2,864,400, generating \$41,366 per year in tax revenue. The total estimated value of the project at this time is \$55,800,000, which would generate \$981,885 in taxes per year once the TID is closed. The developer has estimated cost of improvements at roughly \$3 million dollars with the TID closing within 13 years. Note that these numbers are rough estimates and will change as details of the project are finalized.

Attached is a scope of service proposal from Ehlers, Inc. to conduct a feasibility analysis, create a project plan, and assist the City through the TIF District creation process. Note that this agreement is for Ehlers to analyze the developer's TID proposal only. This would not approve moving forward with the project in any way. Staff is also recommending that the developer be required to fund this analysis.

The services to be provided by Ehlers are outlined in three phases. Below is a brief summary of each phase. Note that these are the more significant tasks and is not a comprehensive list.

Phase 1 consists of a feasibility analysis with a cost of \$5,900. In this phase, Ehlers will:

- Determine if the project is statutorily and economically feasible;

- Review the appropriateness of TIF;
- Determine TID boundaries;
- Prepare a financial analysis report with up to 5 scenarios; and
- Provide one presentation of results of this analysis to the City.

Phase II of the project includes creation of the project plan with approval by the City and Joint Review Board. The cost for Phase II is \$7,500. More specifically, Ehlers will:

- Prepare a draft project plan;
- Assist in proceeding through the required approval process, including a public hearing at Plan Commission and a Joint Review Board meeting;
- Attend the Plan Commission public hearing and present the project plan;
- Attend the Common Council meeting and present the project plan; and
- Attend the meeting of the Joint Review Board.

Phase III includes Ehlers submitting the necessary documentation to the State at a cost of \$1,600, plus any additional filing fees to the Department of Revenue.

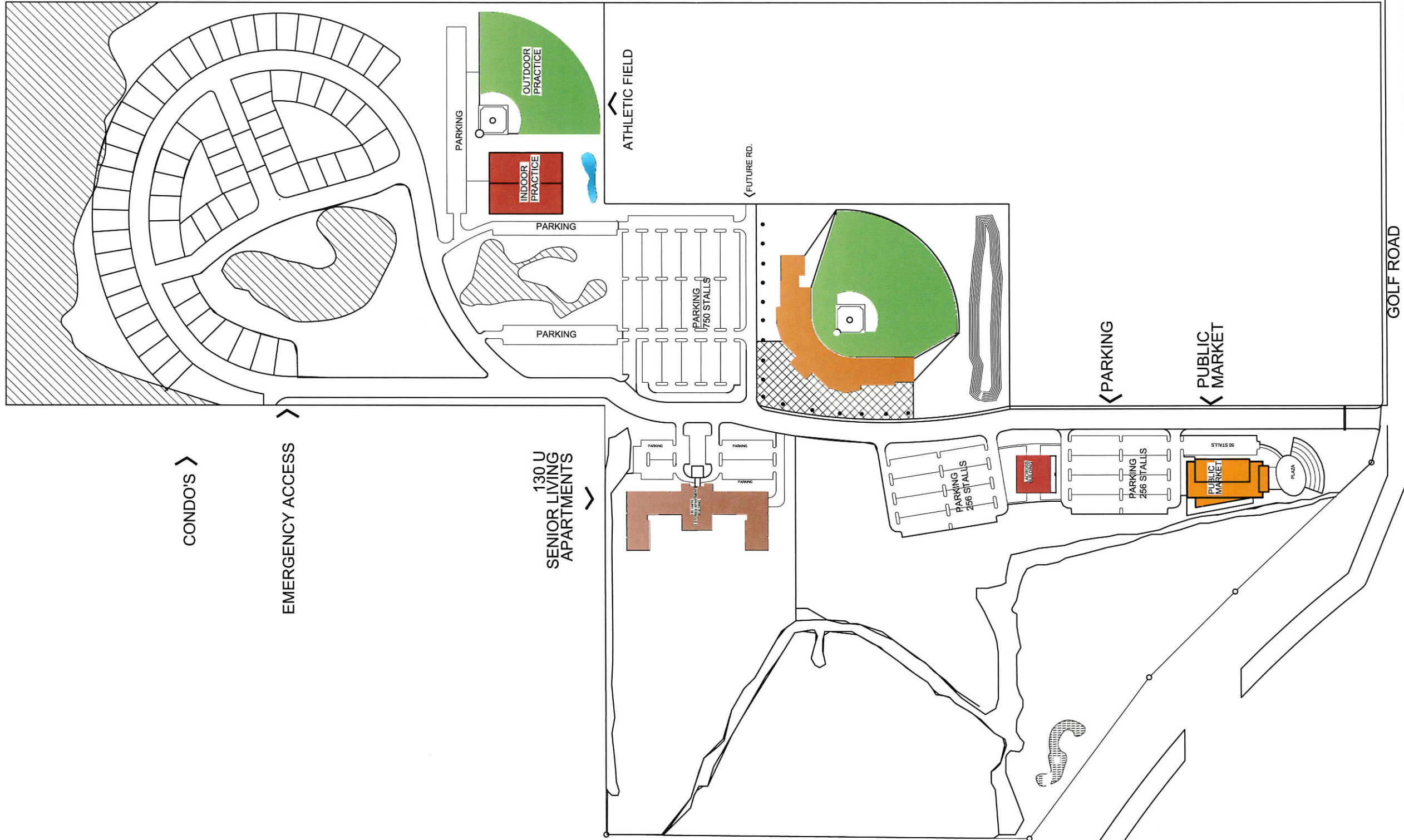
Note that the City will bear costs related to staff time, map preparation, attorney/legal fees, and publication costs.

Recommendation

Direct City staff to continue to work with the developer of the Lake Country Commons project utilizing the current public sanitary sewer capacity that is available.

And

To engage Ehlers to assist in the TIF District feasibility analysis and creation, subject to the developer entering into an agreement with the City to pay for the cost of such services.



ENTRANCE

CONCEPTUAL SITE PLAN



Strand Associates, Inc.®

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

(F) 608-251-8655

March 29, 2019

Mr. Jeff Weigel, P.E.
City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

Re: Lake Country Commons Sanitary Sewer Capacity Analysis and Impacts Review
City of Pewaukee (City)

Dear Mr. Weigel:

This Lake Country Commons Sanitary Sewer Capacity Analysis and Impacts Review was conducted to determine if sufficient sanitary sewer capacity exists for the development of the Lake Country Commons area proposed to the City by Diamond Club Entertainment LLC (Developer).

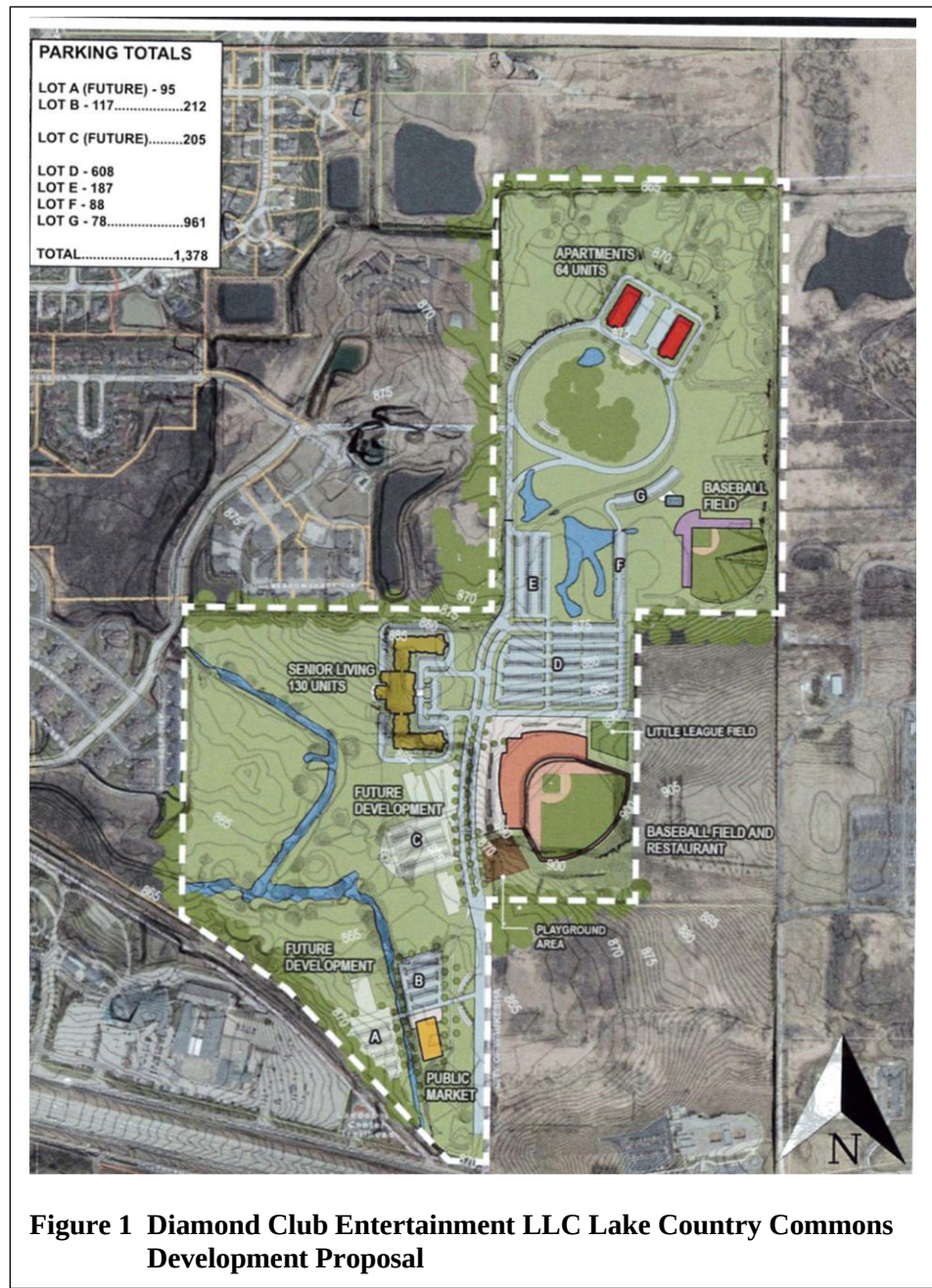
1. Project Background and Scope

The City has received interest in potential development of the “back 9” of the existing Pewaukee Golf Club. The potential development is expected to include a mix of multi-family apartments and senior living units, commercial and retail development, baseball fields, parks, and open space.

The area of interest is described as the Lake Country Commons, and is bound approximately by Shooting Star Road to the north, State Highway 16 to the east, the Lake County Recreational Trail to the south, and Fieldhack Drive to the west. The proposed development is shown in Figure 1.

The City has also provided information on recent development within the affected basin as well as anticipated near term future developments. The impact of the development that occurred in the recent past as well as the anticipated future development is evaluated in this study.

Mr. Jeff Weigel, P.E.
 City of Pewaukee
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The scope of this project includes evaluating the ability of the existing City-owned sanitary sewers and the Meadowbrook Farms Lift Station to convey the additional flows expected from the proposed developments. In addition, the City has intermunicipal agreements with the Fox River Water Pollution Control Center (FRWPCC) and the Lake Pewaukee Sanitary District (LPSD), which govern the rate at which the City can discharge wastewater to each of these downstream entities. The projected flows from the proposed developments were also compared to the wastewater allocation in these intermunicipal agreements to determine if ample excess allocation exists.

Mr. Jeff Weigel, P.E.
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2. Existing Sanitary Sewer System

The City-owned sanitary sewer system is tributary to the FRWPCC located in the City of Brookfield. An intermunicipal agreement dated May 7, 1996 governs the conditions of City flows to FRWPCC. Prior to FRWPCC, a portion of the City's system flows into an interceptor owned and operated by LPSD. An intermunicipal agreement dated June 26, 1998 governs the conditions of City flows into this LPSD interceptor.

Flows from the proposed Lake Country Commons development would likely discharge into or near manhole 10, located on an 8-inch sewer located on Meadowgrass Circle. This sewer discharges to a 10-inch sewer on Milkweed Lane prior to discharging to the Meadowbrook Farms Lift Station. This station is owned and operated by the City. The Meadowbrook Farms Lift Station pumps through an approximately 4,033-foot long, 8-inch diameter force main that discharges into a 12-inch gravity interceptor along Quail Hollow Road, also owned and operated by the City. The 12-inch interceptor conveys wastewater to a 24-inch gravity interceptor owned by LPSD. Intermunicipal agreements with LPSD govern the rate at which the City can discharge wastewater to the LPSD interceptor. The LPSD system then conveys flow to the FRWPCC. Table 1 summarizes the maximum flow rates that the City can discharge into the LPSD interceptor and the FRWPCC, respectively. The City's existing sanitary sewer system in the area of the proposed Lake Country Commons development, the Meadowbrook Farms Lift Station, and the LPSD interceptor are shown in Figure 2. Flows from the other developments identified by the City would likely enter the system at locations also shown in Figure 2.

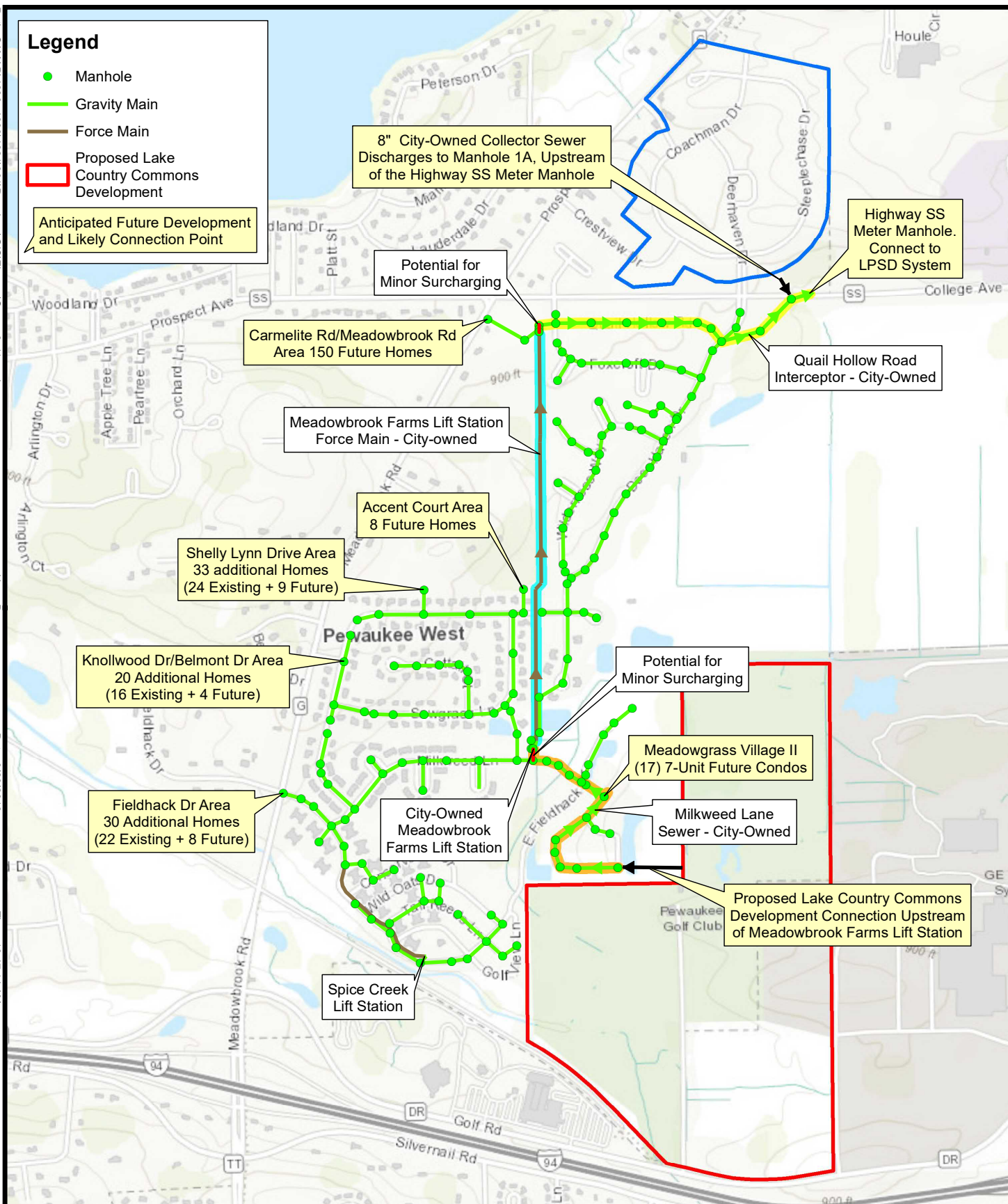
	LPSD Intermunicipal Agreement	FRWPCC Intermunicipal Agreement
Average Daily Flow (gpd)	287,570	2,152,500
Peak Hourly Flow (gpd)	1,150,280	8,610,000
Effective Date	June 26, 1998	May 7, 1996

Note: gpd = gallons per day

Table 1 Summary of City Flow Allocations by Governing Entities

3. Existing Flows

Data from two flow meters were evaluated for the study, one located in the Meadowbrook Farms Lift Station and the other located south of Highway SS on the 15-inch Quail Hollow Road Interceptor. Existing flows at each of these locations were estimated using flow data from each of these meters over the last six years. Average annual flows, maximum day flows, and peak hourly flows were calculated using data from January 1, 2013 to December 31, 2018. Table 2 provides a summary of existing average and maximum day, and peak hour flows from 2013 to 2018.



PROJECT AREA

LAKE COUNTRY COMMONS SANITARY SEWER CAPACITY ANALYSIS IMPACTS REVIEW
CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

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FIGURE 2
4621.001

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Year	Meadowbrook Farms Lift Station			Highway SS Meter		
	Average Annual Flow (gpm)	Maximum Day Flow (gpm)	Peak Hourly Flow (gpm)	Average Annual Flow (gpm)	Maximum Day Flow (gpm)	Peak Hourly Flow (gpm)
2013	65	125	200	90	165	265
2014	60	95	-	80	130	-
2015	60	100	145	75	125	185
2016	60	90	-	90	130	-
2017	65	95	150	105	180	265
2018	65	100	160	75	120	165
Average/Maximum	65	125	200	85	180	265
Peaking Factor		1.9	3.1		2.1	3.1

Note: gpm = gallons per minute

Table 2 Summary of Existing Flows

It should be noted that both the maximum day flow and the peak hourly flows associated with the Meadowbrook Farms Lift Station occurred in 2013. Since 2013, 46 apartments at the Prairie Grass Apartment Complex were constructed and are currently discharging to the Milkweed Lane sewer upstream of the Meadowbrook Farms lift station. An average flow from the apartment complex was assumed to be 7 gpm. Peaking factors equal to the existing Meadowbrook Farms Lift Station were used and resulted in a maximum day flow of 14 gpm and a peak hourly flow of 22.4 gpm, which were added to the data collected in 2013.

A 28-bed assisted living facility was constructed and currently discharges into the Quail Hollow Road Interceptor tributary to the Highway SS Meter. Flows from the assisted living facility and the Prairie Grass apartments were not added to the Highway SS Meter data because peak flow events occurred after the construction of both developments.

4. Expected Future Developments and Flow Projections

The City has identified six areas in addition to the proposed Lake Country Commons development that have the potential to be developed in the future and are tributary to the LPSD Interceptor.

The Meadowbrook Village condominium project consists of 17 seven-unit condominiums and is located in the northeast quadrant of the Milkweed Lane and East Fieldhack Drive intersection. This results in an additional 119 units tributary to the Milkweed Lane sewer.

Accent Court, Shelly Lynn Drive, Knollwood Drive, Belmont Drive, and Fieldhack Drive each have limited development potential. There are 62 existing single family homes currently being served by private septic systems that would be served by a future City-owned collector sewer. An additional 29 single family homes are expected to be developed in these areas. Projected flows from the 91 homes tributary to the respective collector sewers were added to the collector sewers tributary to the Meadowbrook Farms Lift Station.

Mr. Jeff Weigel, P.E.
 City of Pewaukee
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The Carmelite Road area has the most undeveloped land outside of the proposed Lake Country Commons development area. The City indicated that approximately 150 single family homes are likely to be developed in this area, tributary to the Quail Hollow Road Interceptor.

Flows associated with each of the developments were determined by multiplying the proposed number of single family homes and condo units by an average of 2.63 people per dwelling unit (based on United States census data) providing a population. A per capita flow rate of 80 gallons per capita per day (gpcd) was multiplied by the population, based on guidance in Wisconsin code NR110. Table 3 summarizes the projected flows associated with the expected future developments, excluding the proposed Lake Country Commons development.

Source	Capacity Analysis Introduction Point	Units	Population*	Unit Flow Rate (gpd)	Projected Flow (gpd)	Projected Flow (gpm)
Meadowbrook Village Condominium Project	Meadowbrook Farms Lift Station	119	313	80	25,000	17.4
Accent Court Development	Meadowbrook Farms Lift Station	8	21	80	1,700	1.2
Shelly Lynn Drive Development	Meadowbrook Farms Lift Station	33	87	80	7,000	4.9
Knollwood Drive Development	Meadowbrook Farms Lift Station	20	53	80	4,200	2.9
Fieldhack Drive Development	Meadowbrook Farms Lift Station	30	79	80	6,300	4.4
Carmelite Road Development	Highway SS Meter	150	395	80	31,600	21.9
TOTAL					75,800	53
*2.63 people per unit						

Table 3 Flow Projections for Additional Expected Future Development

Peaking factors were applied to the average flows in Table 3 to estimate the respective peak flows. Maximum day peaking factors were calculated using the existing maximum day peaking factor at the Meadowbrook Farms Lift Station, equal to 1.9. A peak hour peaking factor of 4 was applied based on guidance of Wisconsin Code NR 110. A summary of the projected peak flows at the Meadowbrook Farms Lift Station and Highway SS Meter (not including the projected additional flow from the Lake Country Commons development) are shown in Table 4.

Mr. Jeff Weigel, P.E.
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Capacity Analysis Introduction Point	Projected Average Day Flow (gpm)	Max Day Peaking Factor	Projected Max Day Flow (gpm)	Peak Hour Peaking Factor	Projected Peak Hour Flow (gpm)
Meadowbrook Farms Lift Station	31	1.9	60	4.0	124
Highway SS Meter	22	1.9	42	4.0	88

Table 4 Summary of Average and Peak Flow Projections–Expected Development

5. Lake Country Commons development and Flow Projections

The first phase of the proposed Lake Country Commons development includes a new baseball field and restaurant, little league baseball field, approximately 130 senior living apartments, approximately 64 multi-family apartments, and a public market. The first phase of the development is expected to be constructed in the near future, pending approval from the City. The second phase of the project is anticipated to include approximately 18 acres of commercial and retail property, an additional 64 multi-family apartment units, and possibly a brew pub. The first phase of the proposed development is shown in Figure 1.

Two flow scenarios were evaluated. The first, referred to as the “low flow” scenario, is based on the projected flows from the first phase of the development. The second, referred to as the “high flow” scenario, is based on the projected flows from all phases of the development.

a. Low Flow Projection

The low flow projection includes the developments shown in Figure 1. Average daily flows were allocated for each of the developments as shown in Table 5. The baseball field and restaurant were assumed to discharge approximately 2,500 gpd into the collection system. The little league field is assumed to add approximately 200 gpd, with restrooms being the lone flow contributor. The smaller baseball field is assumed to add approximately 600 gpd. Flow from senior living centers is assumed to be 50 gpd per bedroom. With the 130 proposed senior apartments, a total of 6,500 gpd was added. Flows associated with multi-family apartments were determined by multiplying the proposed number of units (64) by an average of 2.63 people per dwelling unit (based on United States census data) providing a population of 168. Using a per capita flow rate of 80 gpcd based on guidance in Wisconsin code NR110, the multi-family apartments are estimated to add approximately 13,400 gpd. Similar to the little league field, the public market was expected to add 200 gpd, with restrooms being the lone flow contributor.

Mr. Jeff Weigel, P.E.
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Source	Unit	Quantity	Unit Flow Rate (gpd)	Projected Flow (gpd)	Projected Flow (gpm)
Baseball Field and Restaurant	Each	1	2,500	2,500	1.7
Little League Field	Each	1	200	200	0.1
Baseball Field	Each	1	600	600	0.4
130 Senior Apartments	Apartment	130	50	6,500	4.5
64 Multi-family Apartments	Person	168*	80	13,400	9.3
Public Market	Each	1	200	200	0.1
TOTAL				23,400	16

*64 units at 2.63 people per unit

Table 5 Low Flow Projections

b. High Flow Projection

The high flow projection includes the addition of a brew pub to the restaurant attached to the baseball field, development of the two future development areas located between the proposed senior living center and the public market as shown in Figure 1, and development of the northeast corner of the area of interest.

It was assumed that approximately 1,000 gpd would be added with the addition of a brew pub. The two future development areas were assumed to be zoned as commercial and retail based on conversations with City staff. Flows for commercial and retail acreage are assumed to be 1,200 gpd per acre of land. These two areas include approximately 18 acres of land, resulting in an estimated 21,600 gpd of additional flow. The northeast corner of the area of interest was expected to be used for additional multi-family apartments. An additional 64 apartment units were included in the high flow projection, contributing another 13,400 gpd. Table 6 provides a summary of the total flow associated with the high flow projection.

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City of Pewaukee
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March 29, 2019

Source	Unit	Quantity	Unit Flow Rate (gpd)	Projected Flow (gpd)	Projected Flow (gpm)
Baseball Field and Restaurant	Each	1	2,500	2,500	1.7
Future Additional Brew Pub	Each	1	1,000	1,000	0.7
Little League Field	Each	1	200	200	0.1
Baseball Field	Each	1	600	600	0.4
130 Senior Apartments	Apartment	130	50	6,500	4.5
64 Multi-family Apartments	Person	168*	80	13,400	9.3
Public Market	Each	1	200	200	0.1
Future Commercial/Retail	Acre	18	1,200	21,600	15.0
Future 64 Multi-family Apartments	Person	168*	80	13,400	9.3
TOTAL				59,400	41

*64 units at 2.63 people per unit

Table 6 High Flow Projections

Infiltration and inflow (I/I) was applied to flows in Tables 5 and 6 using the peaking factors similar to the peaking factors used for the expected future development shown in Table 4. A summary of flows associated with both flow projections is shown in Table 7.

	Projected Average Day Flow (gpm)	Max. Day Peaking Factor	Projected Max. Day Flow (gpm)	Peak Hour Peaking Factor	Projected Peak Hour Flow (gpm)
Low Flow Projection	16	1.9	31	4.0	64
High Flow Projection	41	1.9	79	4.0	164

Table 7 Summary of Average and Peak Flow Projections–Lake Country Commons

Table 8 summarizes the total projected flows that will be added to existing flows and used for capacity analysis.

The peak hourly flows associated with complete development of all areas identified by the City, in addition to the high flow scenario for the proposed Lake Country Commons development are presented. This is likely the most conservative scenario, and will be used for capacity analysis of the downstream infrastructure.

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Future Development	Projected Average Day Flow (gpm)	Max Day Peaking Factor	Projected Max Day Flow (gpm)	Peak Hour Peaking Factor	Projected Peak Hour Flow (gpm)
Lake Country Commons High Flow Projection	41	1.9	79	4.0	164
Additional Future Development Tributary to Meadowbrook Farms Lift Station	31	1.9	60	4.0	124
Additional Future Development Tributary to Highway SS Meter	22	1.9	42	4.0	88
Total Used for Meadowbrook Farms Lift Station Capacity Analysis	72	1.9	139	4.0	288
Total Used for Highway SS Meter Capacity Analysis	94	1.9	181	4.0	376

Table 8 Summary of Projected Flows

6. Capacity Analysis

Five components of the downstream sanitary sewer system were evaluated to determine if capacity is available for the proposed Lake Country Commons development and other developments identified by the City. Capacity must be available at each of these five components in order to adequately convey the proposed additional flow. The components included in the capacity analysis include the Milkweed Lane sewer, the Meadowbrook Farms Lift Station, the Quail Hollow Road Interceptor, the LPSD flow allocation at the Highway SS Meter prior to discharging into the LPSD interceptor, and the FRWPCC.

For the purposes of this capacity analysis, the capacity of each component was evaluated using flows developed for the high flow scenario with the addition of the flows expected from the other developments identified by the City and listed in Table 3. If adequate capacity is available for all anticipated development, it is reasonable to conclude that the flows associated with any iteration of development resulting in less flow can be conveyed.

a. Milkweed Lane Interceptor

The Milkweed Lane sewer is a 10-inch gravity sewer located south east of the Meadowbrook Farms Lift Station. For the purposes of the capacity analysis, it was assumed that all of the projected flow from the proposed Lake Country Commons development would enter the existing sanitary sewer at manhole 10. Manhole 10 is a current dead end manhole to an 8-inch gravity sewer located on Meadowgrass Circle. The 8-inch interceptor discharges into the Milkweed Lane sewer.

A capacity model was created to determine if the gravity sewer has adequate capacity to convey peak hourly flows. The model uses sanitary sewer diameters, invert elevations, and slopes to calculate a theoretical capacity of the sewer using the Manning's equation. Flows are then input into the model at manholes where the flow is introduced into the interceptor to calculate a

Mr. Jeff Weigel, P.E.
 City of Pewaukee
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 March 29, 2019

hydraulic grade line. All flow from the area tributary to the Milkweed Lane Interceptor was introduced at manhole 10 along with the projected peak hourly flow from the proposed development.

Figure 3 shows the results of the capacity model from manhole 10 to the Meadowbrook Farms Lift Station. It appears that the existing gravity sewer, with the exception of the first segment upstream of the Meadowbrook Farms Lift Station, is capable of conveying peak hourly flow developed for the high flow scenario. The sewer segment with potential to surcharge is identified in Figure 2.

Table 9 shows the design capacity of each segment assuming full pipe gravity flow, and the total projected flow in each segment following construction of the proposed developments. The segment of sewer immediately upstream of the Meadowbrook Farms Lift Station is projected to flow full during peak hourly flow conditions. The hydraulic grade line model indicates minimal surcharging up to 2 inches above the crown of the sewer during peak flow in the manhole immediately upstream of this pipe segment. The pipes upstream of manhole 20.3001 are projected to flow 35 percent to 80 percent of full capacity.

Upstream Manhole	Downstream Manhole	Full Pipe Capacity (gpm)	Existing Flows (gpm)	Existing + All Future Development (gpm)	% Capacity Used
MH 20.3001	Meadowbrook Farms Lift Station	350	200	488	140%
MH 20.4001	MH 20.3001	780	40	274	35%
MH 20.4002	MH 20.4001	610	40	274	45%
MH 20.4003	MH 20.4002	560	40	274	50%
MH 20.4004	MH 20.4003	690	40	274	40%
MH 2	MH 20.4004	430	40	274	65%
MH 3	MH 2	350	40	274	80%
MH 6	MH 3	360	40	274	75%
MH 7	MH 6	410	40	274	65%
MH 8	MH 7	380	40	274	75%
MH 9	MH 8	330	40	274	80%
MH 10	MH 9	390	40	274	70%

Note: MH = manhole

Table 9 Summary of Milkweed Lane Sewer Capacity

b. Meadowbrook Farms Lift Station

The Meadowbrook Farms Lift Station pumps flow from the tributary area bound by Milkweed Lane on the north, Lake Country Commons proposed development on the east, the Lake County Recreational Trail on the south, and Meadowbrook Road on the west. Flows at the lift station are measured by a strap-on doppler flow meter.

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The firm capacity (capacity with the largest pump out of service) of the Meadowbrook Farms Lift Station exceeds the sum of existing flows and the additional peak hourly flow developed for the high flow scenario. This indicates that there is adequate capacity at the lift station to handle all projected flows described above from the proposed Lake Country Commons development.

Table 10 summarizes the capacity at the Meadowbrook Farms Lift Station.

	Existing Conditions	Existing + All Future Development	Firm Capacity*	% Capacity Used
Average Annual Flow (gpm)	65	137	185	75%
Maximum Day Flow (gpm)	125	264	-	-
Peak Hour Flow (gpm)	200	488	735	65%

*Firm capacity from 1989 Meadowbrook Farms Lift Station Design

Table 10 Capacity Analysis at Meadowbrook Farms Lift Station

c. Quail Hollow Road Interceptor

Flows from the Meadowbrook Farms Lift Station are pumped to the 12-inch gravity sewer along Quail Hollow Road. Additional flow is added at various collector sewer connections to the Quail Hollow Road Interceptor. The additional flows were allocated based on tributary acreage associated with each collector sewer.

A capacity model was created for the high flow projection scenario and is presented in Figure 4. The interceptor appears capable of conveying peak hourly flows with the addition of the Lake Country Commons development with the exception of the two most upstream segments of sewer. These two segments are projected to flow full during peak hourly flow conditions. The hydraulic grade line model indicates minimal surcharging to be up to 2 inches above the crown of the sewer during peak flows. The pipes downstream of manhole 2A are projected to flow between 15 percent and 85 percent of full pipe capacity.

Table 11 shows the estimated capacity of each segment, and the total projected flow in each segment following construction of the development.

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Upstream Manhole	Downstream Manhole	Full Pipe Capacity (gpm)	Existing Flows (gpm)	Existing + All Future Development (gpm)	% Capacity Used
MH 1A	Hwy SS Meter MH	1,530	265	641	40%
MH 1B	MH 1A	1,530	220	591	40%
MH 1C	MH 1B	850	220	591	70%
MH 17.4.019	MH 1C	850	220	591	70%
MH 17.4.016	MH 17.4.019	4,200	205	579	15%
MH 17.4.015	MH 17.4.016	700	205	579	85%
MH 17.4.014	MH 17.4.015	750	205	579	75%
MH 17.4.013	MH 17.4.014	670	205	579	85%
MH 17.4.012	MH 17.4.013	700	205	579	85%
MH 17.4.002	MH 17.4.012	870	205	579	65%
MH 2A	MH 17.4.002	530	205	578	110%
MH 2B	MH 2A	530	205	578	110%

Table 11 Summary of the Quail Hollow Road Capacity Analysis

d. LPSD Allocation at the Highway SS Meter

The Highway SS Meter includes a magnetic flow meter that measures flow from the City prior to entering the LPSD interceptor. As stated above, the Quail Hollow Road Interceptor is tributary to the Highway SS Meter. The City is allocated an average daily flow of 287,570 gpd and a peak hourly flow of 1,150,280 gpd from LPSD, as governed by the intermunicipal agreement with LPSD last amended in 1998.

Ample LPSD flow allocation exists at the Highway SS Meter to accommodate the high flow projection from the proposed Lake Country Commons development. Table 12 summarizes the projected flows compared to the flow allocation within the intermunicipal agreement.

	Existing Conditions	Existing + All Future Development	LPSD Intermunicipal Agreement	% Capacity Used
Average Daily Flow (gpm)	85	179	200	90%
Peak Hourly Flow (gpm)	265	641	800	80%

Table 12 LPSD Allocation at Highway SS Meter—Analysis of Available Excess Allocation

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e. FRWPCC Allocation

Recent facilities planning conducted by FRWPCC indicated that the City is expected to require additional flow allocation at the FRWPCC in the near future. The City is currently discussing the possibility of purchasing additional flow allocation at the FRWPCC from neighboring entities. The City should consider asking for additional flows that will result from this development.

7. Conclusions and Recommendations

Based on a review of existing flow data and the projected flows of the development, there is adequate capacity available for the proposed Lake Country Commons development with the possible exception to the FRWPCC. It appears feasible for flow to be introduced upstream of the Meadowbrook Farms Lift Station under both phases of the development.

City staff should monitor the three sewer segments identified as having potential to surcharge. In each scenario, the level of surcharging is expected to be minimal. Monitoring can be completed by visually inspecting the upstream and downstream manholes following a significant wet weather event. Monitoring can also be completed via level monitoring devices that can be installed in the sewer.

A review of the Meadowbrook Lift Station capacity should be completed prior to development. This can be accomplished by completing a draw down test of the station to confirm the actual capacity is equal to or greater than the capacity listed in the 1989 design report.

We understand that the City is currently negotiating with neighboring communities in an effort to purchase additional capacity at the FRWPCC. Flows associated with the proposed development, if accepted, should be accounted for in the City's ongoing negotiations.

We appreciate the opportunity to provide these services for the City. It has been a pleasure working with you and others from the City. Please contact us with any questions you have in regard to this evaluation at (608) 251-4843.

Sincerely,

STRAND ASSOCIATES, INC.®



Stephanie Thomsen, P.E., ENV SP



Ryan Yentz, E.I.T.

Enclosures

MILKWEED LANE CAPACITY ANALYSIS-HIGH FLOW PROJECTION
LAKE COUNTRY COMMONS SANITARY SEWER CAPACITY ANALYSIS AND
IMPACTS REVIEW
CITY OF PEWAUKEE
PEWAUKEE, WISCONSIN

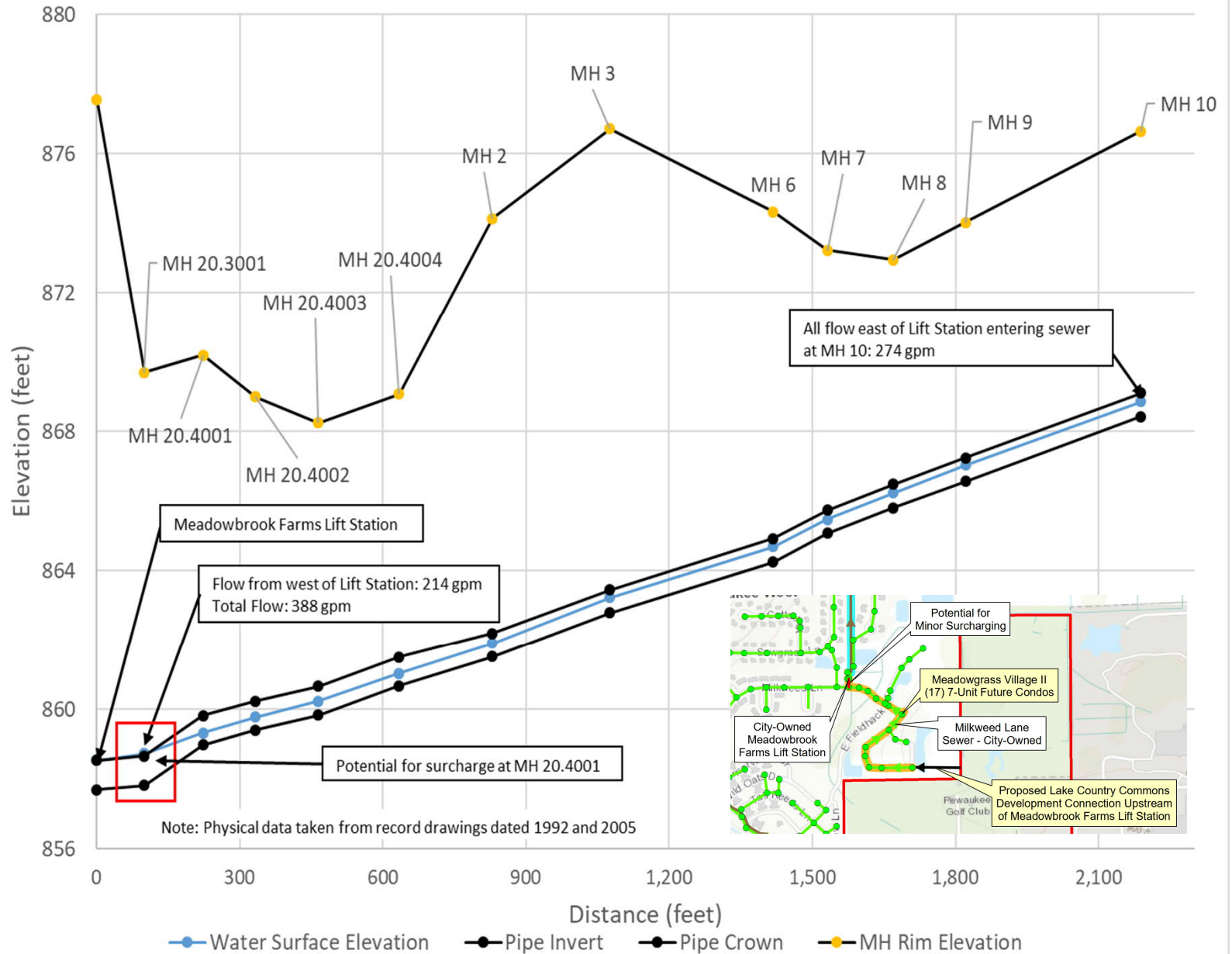
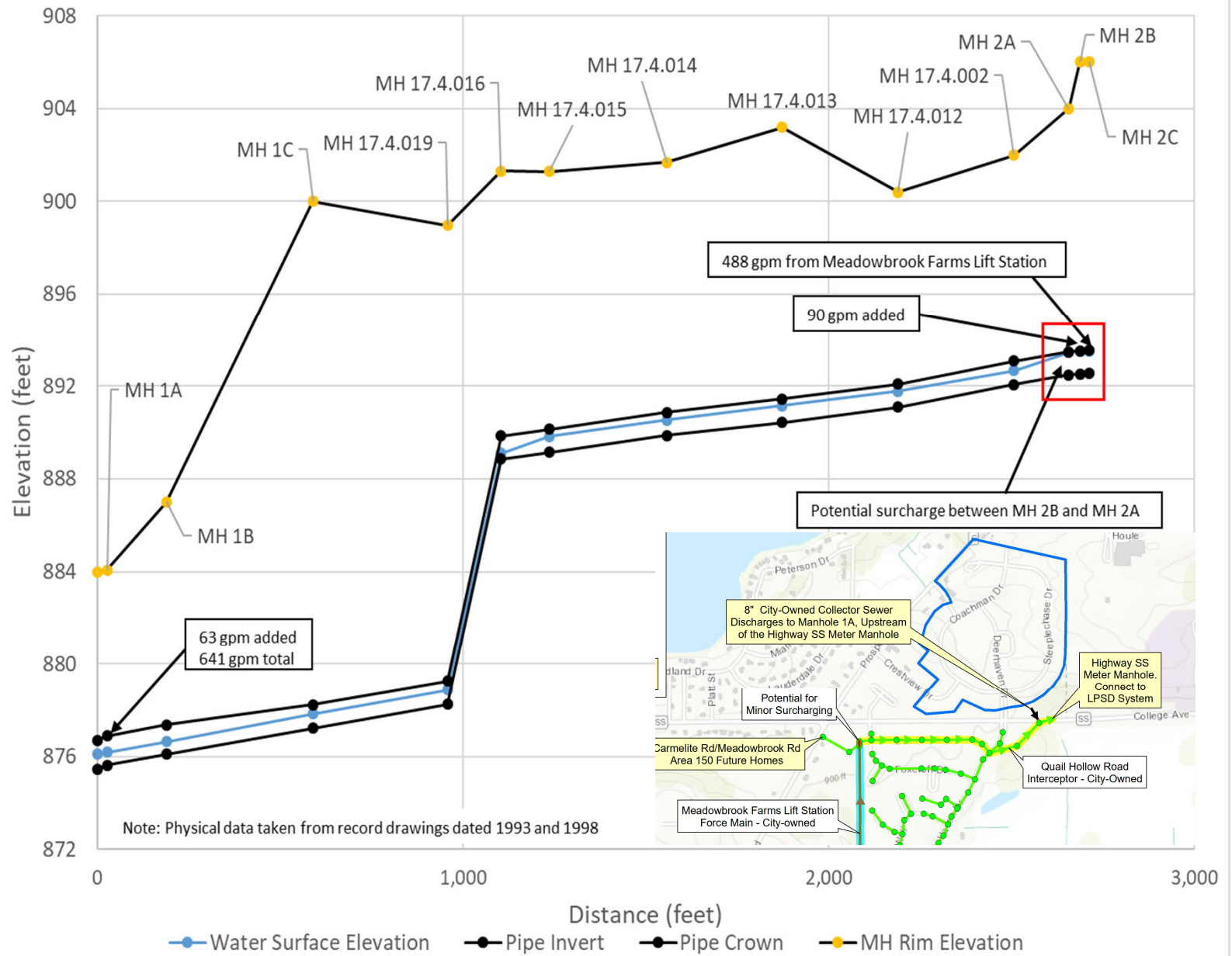
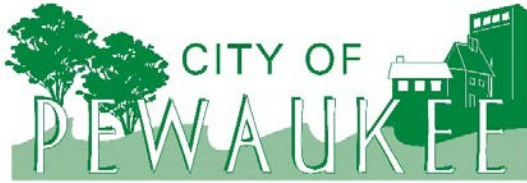


FIGURE 3
4621.001



QUAIL HOLLOW ROAD CAPACITY ANALYSIS-HIGH FLOW PROJECTION
LAKE COUNTRY COMMONS SANITARY SEWER CAPACITY ANALYSIS AND
IMPACTS REVIEW
CITY OF PEWAUKEE
PEWAUKEE, WISCONSIN





Department of Public Works

W240N3065 Pewaukee Road

Pewaukee, WI 53072

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

Email: publicworks@pewaukee.wi.us

MEMORANDUM

TO: Common Council

FROM: Jeffrey Weigel, Public Works Director & City Engineer 

DATE: April 11, 2019

RE: Status of Sewage Treatment Capacity at the Brookfield Plant

Recent development and budget discussions have involved the limited sewage discharge capacity currently available at the Fox River Water Pollution Control Center (Brookfield Plant). The purpose of this memorandum is to summarize the status of this issue.

Attached is a copy of the service area map from the 2035 Facilities Plan for the Brookfield Plant. All Village of Pewaukee properties, and all City of Pewaukee and Town of Delafield properties within the Lake Pewaukee Sanitary District (LPSD) are served by the Brookfield Plant. It is important to note that not all City of Pewaukee properties are planned to be served by the Brookfield Plant. Most properties within the City of Pewaukee are served by Brookfield; however, generally speaking, City of Pewaukee properties that are south of I-94 are, with some exceptions, planned for sewer service by the City of Waukesha. The Sherwood Forest subdivision and the Cloverland Farms subdivision are examples of City of Pewaukee properties that are, or are planned to be served by Waukesha.

Also attached is a table from the 2035 Brookfield Facilities Plan illustrating the purchased sewage discharge capacities from the six partner communities. Note that the City of Pewaukee is the only community with an anticipated discharge capacity of 487,500 gallons per day (gpd) by plan year 2035. This table draws its data from Chapter III-Future Conditions of that study, pp. 5-6 attached for informational purposes.

My February 8, 2019 e-mail to the City Administrator on our current, end of 2018 sewage discharge measured at the Brookfield Plant is attached. We are currently using about 71.5% of our purchased capacity, leaving 614,500 gpd of additional discharge allowed between 2019 and 2035. Note that we predict that once all of the developments in our review queue are constructed that we will be down to about 26% capacity left (see attached spreadsheet).

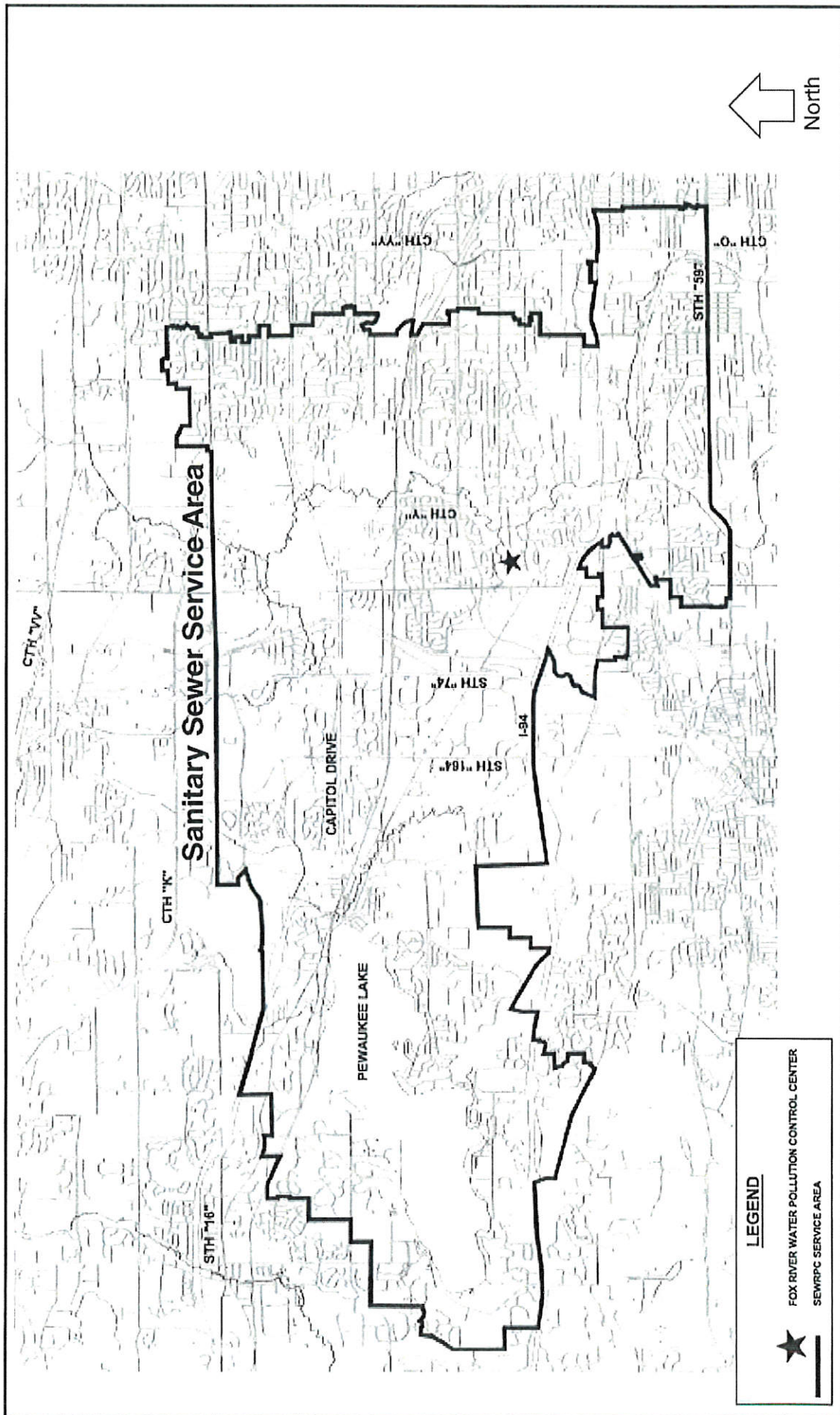


FIGURE 2
Sanitary Sewer Service Area for FRWPCC
 2035 Wastewater Facilities Plan
 Fox River Water Pollution Control Center
 Brookfield, Wisconsin

Capacity Allocation vs. Future Projected Capacity

Municipality	2014 capacity owned (mgd)	Year 2024 Average Dry Day (mgd)	Year 2024 % of Owned Capacity	Year 2035 Average Dry Day (mgd)	Year 2035 % of Owned Capacity	Capacity needed (mgd)	Excess capacity (mgd)
City of Brookfield	5.9900	4.490	75.0%	4.850	81.0%	-	1.1400
Town of Brookfield S.D.	1.4900	1.200	80.5%	1.310	87.9%	-	0.1800
Village of Menomonee Falls	0.1800	0.160	88.9%	0.150	83.3%	-	0.0300
City of Pewaukee	2.1525	2.000	92.9%	2.640	122.6%	0.4875	-
Village of Pewaukee	2.0000	1.630	81.5%	1.740	87.0%	-	0.2600
Lake Pewaukee S.D.	0.6875	0.490	71.3%	0.530	77.1%	-	0.1575
Total	12.500	9.970	79.8%	11.220	89.8%	-	1.2800

CHAPTER III – FUTURE CONDITIONS

3.1 SERVICE AREA

The SSA for the planning period, as defined by the Southeastern Wisconsin Regional Planning Commission (SEWRPC), is the same as the existing SSA presented in Chapter II. The SSA is shown in Figure 2.

3.2 POPULATION

The projected Year 2035 service area population, for the purposes of this Wastewater Facilities Plan, is documented in Table 4. TM 2: Projected Year 2035 Wastewater Flows and Pollutant Loadings documents the development of this population.

Table 4: Future Service Area Populations

Community	Population
City of Brookfield	24,629
Town of Brookfield Sanitary District No. 4	6,803
Village of Menomonee Falls	1,171
City of New Berlin	0
City of Pewaukee	14,212
Village of Pewaukee	9,255
Lake Pewaukee Sanitary District	7,603
Total Service Area Population	63,673

3.3 FLOWS AND LOADINGS

Projected Year 2024 and Year 2035 flows are documented in Table 5. TM 2: Projected Year 2035 Wastewater Flows and Pollutant Loadings documents the development of these flows.

The projected Year 2035 population, flow rates, and loadings are less than the existing FRWPCC design capacity. This Facility-wide design capacity was established in the Facilities Plan developed in Year 1993. Because the projected Year 2035 flows and loadings are less than the existing design capacity, no capacity-enhancing improvements or upgrades are required. The FRWPCC intends to maintain its current design capacity rating. Table 6 summarizes the population, average daily flows, and average daily loadings for three scenarios: the existing design capacity (based on the Year 1993 Facilities Plan), the present-day situation (based on historical data from Years 2009 – 2012), and the projected Year 2035.

Table 5: Projected Year 2024 and 2035 Flows

Community	Year 2024 Average Day (mgd)	Year 2024 Peak Day (mgd)	Year 2024 Peak Hour (mgd)	Year 2035 Average Day (mgd)	Year 2035 Peak Day (mgd)	Year 2035 Peak Hour (mgd)
City of Brookfield	4.49	17.89	26.07	4.85	19.35	28.19
Town of Brookfield Sanitary District No. 4	1.20	4.80	6.99	1.31	5.22	7.60
Village of Menomonee Falls	0.16	0.64	0.93	0.15	0.60	0.87
City of Pewaukee	2.00	7.98	11.63	2.64	10.54	15.35
Village of Pewaukee	1.63	6.49	9.45	1.74	6.92	10.09
Lake Pewaukee Sanitary District	0.49	1.97	2.87	0.53	2.12	3.09
Total	9.97	39.76	43.45	11.22	44.74	48.90

Table 6: Population, Flows, and Loadings

Situation	Population	Average Day Flow (mgd)	Average Day BOD5 Loading (ppd)	Average Day TSS Loading (ppd)	Average Day NH3-N Loading (ppd)	Average Day TP Loading (ppd)
Present-Day Design Capacity	69,307	12.50	16,695	18,824	1,836	605
Existing Conditions	51,791	8.78	11,061	13,463	946	291
Projected Year 2035	63,673	11.22	14,813	18,029	1,267	390
Adequate Design Capacity for Projected 2035 Situation?	Yes	Yes	Yes	Yes	Yes	Yes

3.4 REGULATORY LANDSCAPE

A Regulatory Landscape Workshop was conducted to discuss regulatory issues that may affect the FRWPCC during the 20-year planning period. The principal focus of this Workshop was the impending low-level phosphorus limit; however, attendees also discussed potential future regulatory requirements and determined if these potential future requirements warrant the development of specific strategies at this time. TM 3: Regulatory Landscape documents this Workshop and the conclusions developed during the Workshop.

3.4.1 PHOSPHORUS

Compliance with the NR217 water quality based effluent limit (0.075 mg/L) is possible using multiple strategies: end-of-pipe compliance at the FRWPCC effluent discharge, adaptive management, trading, or a variance. Each of these alternatives were evaluated and considered in detail. Advice and guidance related to each was provided by Attorney Paul Kent, Stafford-Rosenbaum, LLP. The FRWPCC view on these compliance strategies is summarized below.

Weigel, Jeff

From: Weigel, Jeff
Sent: Friday, February 08, 2019 1:44 PM
To: Klein, Scott
Cc: Fuchs, John; Wagner, Magdelene; Mueller, Jane
Subject: December 2018 Sanitary Sewer Flows

Fourth quarter 2018 sewer bill from Brookfield:

City of Pewaukee: 138,433,000 gallons over 90 days = 1.538 M gallons per day (dry weather flows)

Purchased capacity: 2.1525 M gallons per day

Capacity usage: 71.4%

Clink's estimate of our development: 75%

Jeffrey Weigel, PE
Public Works Director
City of Pewaukee

This message originates from the City of Pewaukee. It contains information that may be confidential or privileged and is intended only for the individual named above. It is prohibited for anyone to disclose, copy, distribute, or use the contents of this message without permission, except as allowed by the Wisconsin Public Record Law. If this message is sent to a quorum of a governmental body, my intent is the same as though it were sent by regular mail and further e-mail distribution is prohibited. All personal messages express views solely of the sender, which are not attributed to the municipality I represent and may not be copied or distributed with this disclaimer. If you have received this message in error please notify me immediately.

2,152,500 GPD Total Purchased Capacity for 2035
Available sewer capacity Jan 1 2019 615,615 GPD

Remaining Purchased Plant Capacity 28.6%

Approved Developments 4/19	Res. Units	People/unit	G/D/Person	GPD	% Of Purchased Plant Capacity	% Remaining Plant Cap. Cumulative
Woodleaf Reserve	86	2.65	80	18232	0.85%	
Swan View Farms (80 lots)	80	2.65	80	16960	0.79%	
The Glen at Parkway Ridge	54	2	80	8640	0.40%	
Bielinski on Bluemound	24	2.65	80	5088	0.24%	
J & R Dreamfield	4	0	0	0	0.00%	
Stenz	50	0	0	0	0.00%	26.33%
Industrial Buildings GPD TBD*				48920	2.27%	
Briohn Northmound				TBD		
Briohn Angelis on SR				TBD		
Briohn Trout				TBD		
Skydance Dog Daycare				TBD		
Kindercare				TBD		
Klein Dickert				TBD		
*To Be Determined at Building Permit Application	Assume 1000 gpd each bulding			7000	0.33%	26.00%
Conceptual proposals 4/19						
Lake Country Commons				59400	2.76%	
The Waters				22400	1.04%	
				81800	3.80%	22.20%

Per Contract: First Written Notice to Brookfield at 85% Usage (322,875 gpd unused)

Per Contract: Second Written Notice to Brookfield 95% Used (107,625 gpd unused)

Per Contract: City Issues Moratorium on New Sewer Connections (100% used)

15.0%

5.0%

0.0%

III. SERVICE AREA AND CAPACITY

3.1 Service Area

The District's service area shall include those lands as described in Exhibit "A".

3.2 Capacity Allocation

The District will receive the following amounts of capacity in the FRWPCC for the term of this agreement:

Average Daily Flow	2,152,500 gallons per day
Peak Daily Flow	8,610,000 gallons per day
Average Daily BOD Loading	2,597 pounds per day
Average Daily TSS Loading	2,661 pounds per day
Average Daily TKN Loading	502 pounds per day
Average Daily Phosphorous Loading	77 pounds per day

In return for the above treatment capacity allocations in the FRWPCC, the District will pay 17.48%⁽¹⁾ of the total project cost for constructing the expanded and upgraded facility as stated herein.

The District will receive the following amount of hydraulic capacity in the Riverview Interceptor for the term of this agreement:

Peak Hour Flow	2,489,000 gallons per day
----------------	---------------------------

In return for the above hydraulic capacity allocation in the Riverview Interceptor, the District will pay 14.41% of the total cost for constructing the interceptor.

3.3 Capacity Reallocation

To the extent that the District has not utilized all its Capacity Allocation, the District may reallocate any portion of its unused Capacity Allocation to other Contracting Municipalities within the FRWPCC 2014 Sewer Service Area in any manner and on any terms and conditions mutually agreeable to the District and the other municipality. Within 30 days of any capacity reallocation, the District shall provide copies of the reallocation agreement to each of the Contracting Municipalities. The District agrees that such contract shall not include any reallocation wherein the reasonable present and future hydraulic capacity of the affected portion of the transport system of the City or other Contracting Municipality would be exceeded.

3.4 Capacity Allocation Utilization

The City and the District agree that the District has the right to use the amounts of the Capacity Allocation under the terms of this agreement.

When the Capacity Allocation utilized by the District, as determined under Section 3.5 of this Agreement, exceeds 85% of the criteria listed in Section 3.2, the City shall submit written notification of that fact to the District.

When the Capacity Allocation utilized by the District, as determined under Section 3.5 of this Agreement, exceeds 95% of the criteria listed in Section 3.2, the City shall again submit written notification of that fact to the District.

If for any reason the District exceeds 100% of its Capacity Allocation as defined in Section 3.2, plus or minus any reallocation, the District shall immediately undertake efforts to eliminate excess use. If the excess utilization is not eliminated within 90 days after notification by the City, any Contracting Municipality may enforce the Capacity Allocation limits as determined in Section 3.2 by any lawful means, and the District agrees to cease approving any new connections to the sewer system until a solution to the District's excess use is implemented.

The City and the District agree to enforce capacity limitations on all parties utilizing the FRWPCC or the Riverview Interceptor according to the capacity allocations listed in Exhibit B as may be adjusted due to capacity reallocations (Section 3.3).

3.5 Flow Measurement And Sampling

a. The actual flow of sewage from the District shall be measured at sewage metering stations which shall be installed to accurately measure the total volume of wastewater collected within the District and to transmit the flow information to the City. The District shall furnish, install, and maintain the flowmeter equipment. The City shall furnish, install and maintain the telemetry equipment and Supervisory Control and Data Acquisition (SCADA) system associated with the FRWPCC, after review and approval by the District. Approval by the District shall not be unreasonably withheld.

b. Upon reasonable notice being given to the District, the City may take periodic 24 hour flow proportional or instantaneous grab samples at the metering stations to determine the waste loadings or waste characteristics from the District. The District agrees to grant the City immediate access to the metering stations for monitoring purposes, in cases where a survey is being conducted to identify sources of potentially toxic or hazardous wastewater discharges or other discharges not in compliance with federal, state or local pretreatment requirements, or wastewater discharges that are otherwise not compatible with the FRWPCC facilities.

c. The meters shall be calibrated every six months using techniques as recommended by the meter manufacturer with the cost of calibration and adjustment being paid by the District. Calibration shall be performed by a qualified technician in accordance with meter manufacturer's recommended procedures. The District shall be responsible for establishing and initiating the service schedule. The City shall be notified of scheduled site calibrations a minimum of five (5) days prior to such calibration so that the City can coordinate the verification of the SCADA system accuracy. Copies of the meter calibration reports shall be provided to the FRWPCC Manager.

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

DATE: April 15, 2019

DEPARTMENT: Administration

PROVIDED BY: Nick Fuchs

SUBJECT:

Discussion and Possible Action Regarding a Scope of Service Agreement with Ehlers, Inc. for Assistance with the Feasibility and Creation of a Tax Incremental Financing District for the Lake Country Commons Development Located at N12W26506 Golf Road [Fuchs].

BACKGROUND:

See attached staff report.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

To engage Ehlers to assist in the TIF District feasibility analysis and creation for the Lake Country Commons development located at N12W26506 Golf Road, subject to the developer entering into an agreement with the City to pay for the cost of such services.

ATTACHMENTS:

Description

Ehlers scope of service agreement

April 3, 2019

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

Re: Written Municipal Advisor Client Disclosure with the City of Pewaukee ("Client") for 2019 Tax Incremental Finance District #1 ("Project" Pursuant to MSRB Rule G-42)

Dear Nick:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers



Greg Johnson, CIPMA
Senior Municipal Advisor/Vice President

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B

Tax Incremental Financing Services

Scope of Service

Client has requested that Ehlers assist Client with the feasibility and creation of Tax Incremental Finance District #1 (“Project”). Ehlers proposes and agrees to provide the following scope of services:

Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client’s objectives. This phase begins upon your authorization of this engagement, and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
 - Equalized Value test.
 - Purpose test (industrial, mixed use, blighted area, in need of rehabilitation or conservation, or environmental remediation).
 - Newly-platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
 - Identification of the type or types of districts that may be created.
 - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
 - A summary of the development assumptions used with respect to timing of construction and projected values.
 - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
 - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
 - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
 - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
 - A draft time table for the Project.

- Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
- When warranted, evaluate and compare options with respect to boundaries, type of district, project costs and development levels.
- Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible, and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission¹, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed, and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated within the following table. Ehlers will ensure that selected dates meet all statutory timing requirements, and will provide documentation and notices as indicated.

¹If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district.

Meeting	Ehlers Responsibility	Client Responsibility
Initial Joint Review Board	Prepare Notice of Meeting and transmit to Client's designated paper. Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions. Provide agenda language to Client. Attend meeting to present draft Project Plan.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Prepare meeting minutes. Designate Client Joint Review Board representative. Identify and recommend Public Joint Review Board representative for appointment.
Plan Commission Public Hearing	Prepare Notice of Public Hearing and transmit to Client's designated paper.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.
Plan Commission Public Hearing	For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters. Attend hearing to present draft Project Plan.	Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation). Prepare meeting minutes.
Plan Commission	Provide agenda language to Client. Attend meeting to present draft Project Plan. Provide approval resolution for Plan Commission consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Distribute Project Plan & resolution to Plan Commission members in advance of meeting. Prepare meeting minutes.
Governing Body Action	Provide agenda language to Client. Attend meeting to present draft Project Plan. Provide approval resolution for governing body consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Provide Project Plan & resolution to governing body members in advance of meeting. Prepare meeting minutes.
Joint Review Board Action	Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions. Prepare Notice of Meeting and transmit to Client's designated paper. Provide agenda language to Client. Attend meeting to present final Project Plan. Provide approval resolution for Joint Review Board consideration.	Post or publish agenda and provide notification as required by the Wisconsin Open Records Law. Prepare meeting minutes.

- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client's staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board, and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers will:

- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

Compensation

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers as follows:

Phase I	\$ 5,900
Phase II	\$ 7,500
Phase III	\$ 1,600
Total	\$ 15,000

- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase's completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$300.00/hour.

Payment for Services

For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

Current Wisconsin Department of Revenue Fee Schedules	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition	\$1,000
Amendment Packet with Territory Subtraction	\$1,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

The above Proposal is hereby accepted by City of Pewaukee, Wisconsin, by its authorized officer:

Signed

Title

Date

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

DATE: April 15, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Approve **Resolution 19-04-06** Authorizing a 2018 Budget Amendment Related to the Pewaukee Sports Complex

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Sports Complex Resolution

RESOLUTION NO. 19-04-06

A RESOLUTION AUTHORIZING AMENDMENTS TO THE 2018 BUDGET

WHEREAS, the Common Council of the City of Pewaukee adopted the 2018 Budget at their meeting held on November 6, 2017; and

WHEREAS, the 2018 budget was approved with no expected expenditures from the Pewaukee Sports Complex Fund; and

WHEREAS, the Pewaukee Sports Complex incurred \$1,009,254 in expenditures; and

WHEREAS, the Pewaukee Sports Complex received \$200,000 in donations; and

WHEREAS, the net effect on the capital sports complex fund balance of (\$809,254), leaving a December 31, 2018 negative fund balance of (\$123,438); and

NOW, THEREFORE, BE IT RESOLVED, that the City of Pewaukee hereby authorizes and directs the following amendments to the Sports Complex Capital Project Fund in the 2018 Budget effective January 1, 2018 as described in Attachment “A” annexed hereto.

PASSED and **ADOPTED** this 15th day of April, 2019

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, Clerk/Treasurer

ATTACHMENT "A"
RESOLUTION 19-04-06

Amendment to the 2018 Budget of the City of Pewaukee

	<u>Original Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget</u>
CAPITAL PROJECT FUND - SPORTS COMPLEX			
Revenues:			
Donations	<u>-</u>	<u>200,000</u>	<u>200,000</u>
Increase in capital project fund revenues	<u>-</u>	<u>200,000</u>	<u>200,000</u>
Expenditures:			
Capital Outlay	<u>-</u>	<u>1,009,254</u>	<u>1,009,254</u>
Increase in capital project fund expenditures	<u>-</u>	<u>1,009,254</u>	<u>1,009,254</u>
Net effect on capital project fund balance		<u>(809,254)</u>	

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

DATE: April 15, 2019

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Swear In Newly Elected Officials [Riffle]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION: