



**Office of the Clerk/Treasurer**

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

**COMMON COUNCIL  
MEETING NOTICE AND AGENDA**

**Monday, January 20, 2020**

**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 Accounts Payable Listing Dated January 20, 2019
    - 3.2. Approval of Common Council Meeting Minutes Dated December 2, 2019
    - 3.3. Approval of Common Council Meeting Minutes Dated December 16, 2019
    - 3.4. Approval of Bartender Licenses
  4. **PUBLIC HEARING** Regarding the Class B Liquor and Beer License Request of KNK Pewaukee, LLC Doing Business as Andrea's Red Rooster Located at N14 W22032 Watertown Road (PWC 0960-998-003) and Naming Natasha Koput as Agent [Tarczewski]
  5. Discussion and Possible Action regarding Bridlewood Apartments [Wagner]
    - 5.1 Approve and Accept the Dedication of Easements for the Municipal Sanitary Sewer and Municipal Water Main Installed as Part of the Green Road Townhomes Phase 1 Development by Continental XIV Fund Limited Partnership.
    - 5.2 Approve Resolution 20-01-01 Accepting the Public Improvements of the Green Road Townhomes Phase 1 Development.
  6. Discussion and Possible Action Regarding the Agreement Assigning Rights and Liabilities for the Completion of the Woodleaf Reserve Addition #2 Subdivision [Wagner]
  7. Discussion and Possible Action for Sharing the Municipal Sanitary Sewer Extension Cost with Westridge Builders for the Swan View Farms Development [Wagner]
  8. Discussion and Possible Action to Delay Construction and Re-Allocate 2020 Road Funds from Roundy's Industrial Park Phase 2 to Northview Road and Ishwane Court Sealing Projects [Wagner]
  9. Discussion Regarding **Ordinance 20-01** (*First Reading*) Repealing Section 1.01(1)(d) Spending Cap and Referendum Requirements for Building and Public Works Projects [Klein]

10. Discussion and Possible Action Regarding **Resolution 20-01-02** Rescinding Person Property Taxes Pursuant to Section 74.33(1)(d) for State Farm Mutual Auto Insurance Company (PWC S519) in the Amount of \$3.01 [Tarczewski]
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. Closed Session – You are hereby notified that the Common Council and staff of the City of Pewaukee will convene into closed session after all regular scheduled business has been concluded and upon motion duly made and seconded and acted upon by roll-call vote as required under §19.85(1)(a), Stats. The purpose of the closed session is for the following:
  - §19.85(1)(c): Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility specifically related to the City Assessor.You are further notified that at the conclusion of the Closed Session, the Common Council may convene into open session pursuant to 19.85(2), Stats., for possible additional discussion and action concerning any matters discussed in closed session and for adjournment.
13. Adjournment

Kelly Tarczewski  
Clerk/Treasurer

January 16, 2020

**NOTICE**

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

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

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

**DATE:** January 20, 2020

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Approval of Accounts Payable Listing Dated January 20, 2019

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Expenses 2019 (1/20/2020)

Expenses 2020 (1/20/2020)

<b>ACCOUNTS PAYABLE</b>	<b>1/20/2020</b>	<b>TOTAL:</b>	<b>\$ 793,499.46</b>
<b>Vendor Name</b>	<b>Document Date</b>	<b>Document Amount</b>	<b>Transaction Description</b>
1ST AYD	11/20/2019	\$617.21	HWY GLOVES AND DEICER
1ST AYD	11/29/2019	\$47.95	HWY WIPES
1ST AYD	12/18/2019	\$155.62	P&R COLD WEATHER GLOVES
1ST AYD	12/18/2019	\$350.41	P&R METERED AIR FRESHNER
ACKMANN, DAVID & SUZANNE	12/31/2019	\$113.34	2019 PROPERTY TAX REFUND
ADP SCREENING & SELECTION SERVICES	12/2/2019	\$68.53	HR EXAM
ADP, LLC	12/20/2019	\$1,356.30	HR HCM SUITE
ADVANCED DISPOSAL	11/30/2019	\$3,939.71	HWY RECYCLING
AECOM	12/13/2019	\$6,291.18	ENG SWM PLAN REVIEW
AILCO EQUIPMENT FINANCE GROUP	12/1/2019	\$412.00	IT SCANNER
AIRGAS	11/26/2019	\$66.74	FD OXYGEN
AIRGAS	11/30/2019	\$195.69	FD OXYGEN
AIRGAS	11/30/2019	\$80.97	FD OXYGEN
AIRGAS	12/10/2019	\$81.60	FD OXYGEN
ALL CITY COMMUNICATIONS INC.	12/1/2019	\$77.10	SW HOLIDAY CHARGES
ALPHA OMEGA CLEANING, INC.	12/1/2019	\$134.00	P&R JANITORIAL SERVICES
ALPHA OMEGA CLEANING, INC.	12/10/2019	\$1,938.00	P&R FINISH PARK OFFICES
AMERICAN STATE EQUIPMENT CO., INC.	11/27/2019	\$499.70	HWY FRONT WINDOW
ANDREW & MARGARET VOIT	12/31/2019	\$1,003.17	2019 PROPERTY TAX REFUND
ARAMARK	12/5/2019	\$46.00	HWY PANTS
ARAMARK	11/28/2019	\$113.46	HWY PANTS
ARCE HANDYMAN LLC	12/18/2019	\$130.00	CT CSM OVERPMT
ARCOA	12/13/2019	\$1,022.50	IT SALES
ARENAS, JEROME & MARIE	12/18/2019	\$738.19	2019 PROPERTY TAX REFUND
ARROW TERMINAL, LLC	12/4/2019	\$172.13	HWY WASHERS
ASSESSMENTS USA	11/20/2019	\$458.00	HR EXAMS
ASSESSMENTS USA	12/23/2019	\$458.00	HR EXAMS ASSESSORS
AT&T CAROL STREAM IL	12/1/2019	\$247.78	CT TELEPHONE
AUTO ZONE	12/12/2019	\$26.59	FD BULBS
AVANT GRAPHICS	12/19/2019	\$1,032.50	CT CLOTHING PRINT
BADGER OIL EQUIPMENT	12/18/2019	\$272.17	AD STEELFLEX HOSE
BADGER WINDOW CLEANERS	12/13/2019	\$685.00	P&R WINDOW CLEANING
BAKER TILLY VIRCHOW KRAUSE LLP	12/27/2019	\$8,000.00	SW FINANCIAL AUDIT YR END 2019
BATTERIES PLUS BULBS	12/2/2019	\$15.00	SW BATTERIES
BAYLISS, DAVID & GOETZKE, JOANN	12/31/2019	\$762.20	2019 PROPERTY TAX REFUND
BEACON ATHLETICS	12/10/2019	\$3,088.00	P&R PITCHERS PLATES ETC
BOMBACI, TODD	12/18/2019	\$250.05	2019 PROPERTY TAX REFUND
BRIAN & JOELLE LARSEN	12/31/2019	\$1,511.15	2019 PROPERTY TAX REFUND
BROOKFIELD, TOWN OF	12/31/2019	\$1,476.70	SW SEWER WATER USAGE
BROOKS, GLORIA M	12/31/2019	\$254.46	2019 PROPERTY TAX REFUND
BUMPER TO BUMPER HARTLAND	12/11/2019	\$549.98	SW CERAMIC PADS
C&K SERVICES INC	11/20/2019	\$37,466.00	SW ROOFING ON WELL SYSTEMS
CAMPBELL, CAROLE & ALAN	12/31/2019	\$5,413.12	2019 PROPERTY TAX REFUND
CARLSON, MICHAEL & CYNTHIA	12/18/2019	\$285.72	2019 PROPERTY TAX REFUND
CARLSON, RYAN T & SARAH R	12/18/2019	\$763.06	2019 PROPERTY TAX REFUND



CENTEC SECURITY SYSTEMS	9/17/2019	\$1,446.00	IT FIRE ALARM UPGRADE PANEL
CHALLENGER BATTERY SERVICE	11/19/2019	\$480.00	FD BATTERIES
CHRISTOPHER AND ELIZABETH WANNER	12/18/2019	\$37.41	2019 PROPERTY TAX REFUND
CINTAS CORP.	12/2/2019	\$121.17	FD MATS
CINTAS CORP.	12/10/2019	\$397.03	HWY GLOVES
CINTAS CORP.	12/3/2019	\$87.97	HWY FIRST AID SUPPLIES
CINTAS CORP.	12/3/2019	\$45.10	P&R SAFETY RESTOCK
CINTAS CORP.	12/3/2019	\$112.25	SW FIRST AID SUPPLIES
CINTAS CORP.	12/23/2019	\$61.14	FD MATS
COMMUNICATIONS ENGINEERING CO	12/6/2019	\$1,896.00	IT GENETEC LICENSE RENEWAL
COMMUNICATIONS ENGINEERING CO	12/30/2019	\$6,898.54	IT MICROPHONE UPGRD CC
CONCENTRA, INC	11/20/2019	\$97.50	HR EXAMS
CONCENTRA, INC	12/10/2019	\$79.50	HR SAFETY
CONTREE SPRAYER & EQUIPMENT	11/11/2019	\$47.21	P&R WATER TANK
COOLEY, SUSAN	12/18/2019	\$4.97	2019 PROPERTY TAX REFUND
CORE & MAIN LP	11/20/2019	\$730.00	SWM MAGNETIC LOCATOR
COREY OIL	12/9/2019	\$5,166.37	HWY FUEL
COREY OIL	11/26/2019	\$199.36	HWY DIESEL EXHAUST FLUID
COREY OIL	11/21/2019	\$1,371.40	HWY ANTIFREEZE
CORRY EIFERT	12/31/2019	\$52.20	BLD MILEGE REIMB
COULTER, JON & CHRISTINE	12/31/2019	\$5,194.96	2019 PROPERTY TAX REFUND
CUMMINS SALES & SERVICE	11/1/2019	\$1,344.74	SW AIR FUEL MIXTURE
CUMMINS SALES & SERVICE	10/31/2019	\$626.94	SW TROUBLESHOOT GENERATOR
CUMMINS SALES & SERVICE	11/1/2019	\$1,359.74	SW AIR FUEL CALIBRATION
CUMMINS SALES & SERVICE	11/18/2019	\$800.96	SW GEN SET
CUMMINS SALES & SERVICE	11/1/2019	\$1,860.56	SW GEN REPAIR
CUMMINS SALES & SERVICE	10/31/2019	\$642.76	SW GENERATOR TROUBLESHOOT
CUMMINS SALES & SERVICE	12/5/2019	\$55.32	SW INTAKE ELBOW
DAHLGREN, JASON	12/31/2019	\$116.73	2019 PROPERTY TAXES
DAMAGE CONTROL	12/1/2019	\$20.00	BLD OVERPMT RAZE 191683B
DAN PLAUTZ CLEANING SERVICE	12/20/2019	\$2,383.50	HR CLEANING
DEAN AND KAREN NATTERSTAD	12/18/2019	\$44.14	2019 PROPERTY TAX REFUND
DEAN EPPLER	12/12/2019	\$43.50	BLD MILEAGE LOG NOV
DEAN EPPLER	12/31/2019	\$54.52	BLD MILEAGE REIMB
DEPT OF WORKFORCE DEVELOPMENT	12/4/2019	\$1,882.07	CT UNEMPLOYMENT
DEPT OF WORKFORCE DEVELOPMENT	12/31/2019	\$792.79	CT UNEMPLOYMENT DEC 2019
DIAMOND VOGEL	12/20/2019	\$3,599.00	P&R LINE LAZER
DICK, RICHARD & LINDA	12/31/2019	\$34.17	2019 PROPERTY TAX REFUND
DIVERSIFIED BENEFIT SERVICES	12/5/2019	\$100.00	CT COBRA PACKETS
DIVERSIFIED BENEFIT SERVICES	12/4/2019	\$301.00	CT DEC HRA
DIVERSIFIED BENEFIT SERVICES	12/17/2019	\$182.45	CT FSA DEC 2019
DODGE, THOMAS & ROSEMARIE	12/31/2019	\$37.89	2019 PROPERTY TAX REFUND
DOLLAK, DEBORAH	12/31/2019	\$119.82	2019 PROPERTY TAX REFUND
DREWEK, DAVID	12/31/2019	\$7.15	2019 PROPERTY TAX REFUND
DUNDON, WILLIAM	12/31/2019	\$20.93	2019 PROPERTY TAX REFUND
DWYER, CHARLIE	12/12/2019	\$110.20	BLD MILEAGE REIMBURSEMENT NOV
DWYER, CHARLIE	12/31/2019	\$111.36	BLD MILEAGE REIMB
ELLIOTT ACE HARDWARE	11/18/2019	\$13.97	IT PUSH PINS
ELLIOTT ACE HARDWARE	11/20/2019	\$9.99	IT WATER

ELLIOTT ACE HARDWARE	11/14/2019	\$14.30	SW SOCKETS
ELLIOTT ACE HARDWARE	11/15/2019	\$15.99	SW GLOVES
ELLIOTT ACE HARDWARE	11/20/2019	\$3.96	FD FASTNERS
ELLIOTT ACE HARDWARE	11/20/2019	\$60.56	FD BUCKET AND PUMPS
ELLIOTT ACE HARDWARE	11/12/2019	\$13.98	FD TORNADO HOOK
ELLIOTT ACE HARDWARE	11/1/2019	\$23.97	FD HOOK
ELLIOTT ACE HARDWARE	11/22/2019	\$18.99	FD SURGE TAP
ELLIOTT ACE HARDWARE	11/20/2019	\$17.99	FD PUMP
ELLIOTT ACE HARDWARE	12/10/2019	\$50.41	SW FASTNERS
ELLIOTT ACE HARDWARE	12/19/2019	\$4.08	SW HEX BRUSH
ELLIOTT ACE HARDWARE	12/26/2019	\$2.59	SW BRUSH
ELLIOTT ACE HARDWARE	12/30/2019	\$13.99	SW TOOLBOX
EMERGENCY LIGHTING & ELECTRONICS	11/13/2019	\$18,104.32	FD 2802 TAHOE LIGHTS
EQUAL RIGHT DIVISION	12/3/2019	\$7.50	P&R CHILD LABOR
EQUAL RIGHT DIVISION	12/26/2019	\$15.00	P&R WORK PERMITS DEC
FEI BEHAVIORAL HEALTH	12/1/2019	\$1,275.30	HR FEI
FERGUSON WATERWORKS	12/6/2019	\$802.48	SW LOWER STEM MAIN VLV
FIRE DETECTION GROUP	12/6/2019	\$488.00	IT FIRE ALARM INSPECTION
FIRNROHR, MARY	12/31/2019	\$168.00	P&R TAI CHI SESSION 3
FLOOD, JOANN	12/31/2019	\$1,375.09	2019 PROPERTY TAX REFUND
FRANDA, ANTHONY & JENNIFER	12/31/2019	\$100.97	2019 PROPERTY TAX REFUND
FROEDTERT HEALTH/WORKFORCE HEALTH	11/30/2019	\$325.00	HR HEALTH COACHING
FRONTIER TITLE & CLOSING SERVICES LLC	12/31/2019	\$379.80	2019 PROPERTY TAX REFUND
FULMER, BRYAN & MINDA	12/31/2019	\$48.14	2019 PROPERTY TAX REFUND
Glomski, Joseph & Lehman, James	12/18/2019	\$105.03	2019 PROPERTY TAX REFUND
GRAINGER	12/5/2019	\$3.83	SW CARTRIDGE FILTER
GRAINGER	12/16/2019	\$19.75	FD HEX BUSHING
GRAINGER	12/17/2019	\$61.71	FD FILTER AND BELT
GRENZ SERVICE CO. LLC	12/3/2019	\$906.98	FD BELTS AND FILTERS
GRENZ SERVICE CO. LLC	12/10/2019	\$570.00	FD REPLACE VENTING ON AMBO
GUILETTE, CYNTHIA	12/31/2019	\$105.49	2019 PROPERTY TAX REFUND
HACH COMPANY	12/2/2019	\$126.22	SW ASCORBIC ACID PWD PLWS
HAHN, DAN & REBECCA	12/31/2019	\$5,372.36	2019 PROPERTY TAX REFUND
HALPERT, CRAIG G	12/18/2019	\$74.23	2019 PROPERTY TAX REFUND
HASTINGS	12/4/2019	\$262.69	FD TAILPIPE ADAPTER
HAWKINS, INC.	12/4/2019	\$3,337.01	SW SODIUM SILICATE
HAWKINS, INC.	12/17/2019	\$2,072.92	SW SODIUM SILICATE
HEARTLAND BUSINESS SYSTEMS	12/12/2019	\$184.00	IT NETWORK MONITORING
HEPPE, ANDREW	12/10/2019	\$125.00	HWY BOOT REIMBURSEMENT
HERNSHEIM, JEFFERY C	12/31/2019	\$56.47	2019 PROPERTY TAX REFUND
HINE, NICOLE	12/18/2019	\$111.07	CT 2018 PROPERTY TAX REFUND
HOBBS, GINA	12/31/2019	\$10.20	2019 PROPERTY TAX REFUND
HOLLY NELSON	12/18/2019	\$198.59	2019 PROPERTY TAX REFUND
HUMPHREY SERVICE PARTS, INC	11/26/2019	\$156.88	HWY LED LAMP & SPARK PLUGS
HUMPHREY SERVICE PARTS, INC	11/26/2019	\$16.68	SW OIL FILTER
HUMPHREY SERVICE PARTS, INC	11/27/2019	\$32.38	SW AIR FILTER
HUMPHREY SERVICE PARTS, INC	11/26/2019	\$141.36	SW FUEL FILTERS
HUMPHREY SERVICE PARTS, INC	11/26/2019	\$12.43	P&R OIL FILTERS
HYDRAULIC SOLUTIONS	12/2/2019	\$431.22	HWY SPINNER MOTOR

HYDROCORP	11/30/2019	\$1,084.00	SW CROSS CONNECTION PROGRAM
HYDROCORP	12/31/2019	\$1,084.00	SW MCC 2 YR
ILLINGWORTH-KILGUST	11/21/2019	\$666.56	FD PIPE FITTINGS
IMEG CORP	11/18/2019	\$884.57	ENG 2019 BRIDGE INSPECTIONS
IMPACT CONSULTING INC.	12/4/2019	\$500.00	BLD OCC BND 171425
INFORMATION TECH. PROF. LLC	12/10/2019	\$198.50	IT SOFTWARE
INTERSTATE POWER SYSTEMS	12/19/2019	\$978.16	FD ERG VALVE CORRECTION
INTERSTATE ROOF SYSTEMS CONSULTANT	12/23/2019	\$3,000.00	SW ROOF CONSULTING
INT'L ASSOC OF ASSESSING OFFICERS	12/17/2019	\$220.00	ASR MEMBERSHIP DUES
IS OUTFITTERS	12/23/2019	\$125.00	IT INSTALL PA500
IS OUTFITTERS	9/16/2019	\$187.50	IT SUPPORT
IWORQ SYSTEMS	12/3/2019	\$3,199.00	IT PERMIT MANAGEMENT
JACOBSON, TEDD	12/31/2019	\$21.60	2019 PROPERTY TAX REFUND
Jacobus Energy LLC	12/30/2019	\$456.53	SW ULSD DYED
JAMES CRAIG BUILDERS	12/4/2019	\$500.00	BLD OCC BND RFND 181582
JAMES MANTES	12/31/2019	\$179.88	2019 PROPERTY TAX REFUND
JAMES WAMSER & LISA WESTPHAL	12/31/2019	\$1,785.13	2019 PROPERTY TAX REFUND
JANET PACE	12/31/2019	\$206.37	2019 PROPERTY TAX REFUND
JENSEN EQUIPMENT	11/27/2019	\$26.88	HWY PROPANE
JENSEN EQUIPMENT	12/4/2019	\$593.28	P&R BLOWER
JIMMY AND ELISABETH MADAGAME	12/18/2019	\$190.06	2019 PROPERTY TAX REFUND
JK LAWN SERVICE	12/6/2019	\$51.00	SW LAWN SERVICE
JK LAWN SERVICE	12/5/2019	\$140.00	SW WINTER FERTILIZER
JK LAWN SERVICE	12/6/2019	\$58.00	FD WINTER FERTILIZER
JK LAWN SERVICE	12/6/2019	\$84.00	FD WINTER FERTILIZER
JOE WILDE CO	12/20/2019	\$3,790.19	AD CHAINS AND LIFTMASTERS
JOERS, STACI	12/18/2019	\$378.00	P&R APPETIZERS CLASS
JOHN'S DISPOSAL SERVICE	12/6/2019	\$15,533.96	ENG NOV LANDFILL CHARGES
JOHN'S DISPOSAL SERVICE	11/25/2019	\$50,263.87	ENG CONTRACT GARBAGE
JOHN'S DISPOSAL SERVICE	12/23/2019	\$33.75	CT YARDWASTE STICKERS
JOHNSON CONTROLS-DISTRICT #336	11/1/2019	\$403.00	IT FIRE ALARM MONITORING
JONES, JOHN	12/31/2019	\$67.26	2019 PROPERTY TAX REFUND
JUDITH PIZZA LIVING TRUST	12/18/2019	\$113.39	2019 PROPERTY TAX REFUND
JULIA ANDERSON	12/6/2019	\$16.32	HR PARTY SUPPLY REIMB
JURGEN SEEBERGER	12/31/2019	\$116.52	2019 PROPERTY TAX REFUND
JUSTIN LACHOWIN	12/31/2019	\$98.05	2019 PROPERTY TAX REFUND
JX TRUCK CENTER	12/12/2019	\$299.21	FD VEHICLE ASSESSMENT
KAESTNER AUTO ELECTRIC CO.	12/10/2019	\$930.00	P&R FLAGS
KAESTNER AUTO ELECTRIC CO.	12/10/2019	\$1,645.90	P&R NEW EQUIPT
KAML, JON E	12/31/2019	\$176.40	2019 PROPERTY TAX REFUND
KASKEY, MONICA	12/5/2019	\$97.42	P&R TRAVEL EXP REIMB
KIEPER, TED & BRENDA	12/18/2019	\$56.57	2019 PROPERTY TAX REFUND
KINART, RUSSELL & JUDITH	12/18/2019	\$335.72	2019 PROPERTY TAX REFUND
KINGS WAY HOMES	12/19/2019	\$500.00	BLD OCC BND RFND 190457
KM SPORTS	11/29/2019	\$48.00	P&R FIELD MARKING PAINT
KM SPORTS	12/19/2019	\$108.00	FD EMB CLOTHING
KMB ELECTRIC	12/18/2019	\$1,866.97	IT LIGHTS AND ELECTRICAL UPGRD
KNOKE, PETER & JENNIFER	12/18/2019	\$74.22	2019 PROPERTY TAX REFUND
KWIK TRIP	12/12/2019	\$3,726.41	FD FUEL

LAKE PEWAUKEE SANITARY DISTRICT	12/31/2019	\$121,581.00	SW 4TH QTR LPSD
LANGE ENTERPRISES, INC	11/22/2019	\$147.70	HWY ROAD NAME SIGN
LANGE ENTERPRISES, INC	11/27/2019	\$574.85	HWY EXTRUDED CROSS
LANGE ENTERPRISES, INC	11/22/2019	\$998.25	HWY BASE
LANGFORD, PHILLIP & KELLY	12/31/2019	\$288.13	2019 PROPERTY TAX REFUND
LARSON, CHERRIE	12/12/2019	\$128.00	P&R BLDG BRIDGES GIFT CLASS
LEE RECREATION	12/2/2019	\$20,000.00	P&R VOLTAGE PLAY STRUCTURE
LEE RECREATION	12/31/2019	\$3,270.00	P&R PICNIC TABLES
LEE RECREATION	12/11/2019	\$2,800.00	P&R PLAYGROUND BORDER
LEHNEN, JOHN & EMILY	12/31/2019	\$887.56	2019 PROPERTY TAX REFUND
LIFE-ASSIST INC	11/18/2019	\$217.79	FD HEALTH SUPPLIES
LIFE-ASSIST INC	11/25/2019	\$5.80	FD ELECTRODES
LIFE-ASSIST INC	12/2/2019	\$419.15	FD FIRST AID SUPPLIES
LIFE-ASSIST INC	12/2/2019	\$312.90	FD FIRST AID SUPPLIES
LIFE-ASSIST INC	12/3/2019	\$105.00	FD FIRST AID SUPPLIES
LIFE-ASSIST INC	12/3/2019	\$11.00	FD FIRST AID SUPPLY
LIFE-ASSIST INC	12/3/2019	\$211.40	FD FIRST AID SUPPLY
LIFE-ASSIST INC	12/6/2019	\$5.80	FD ELECTRODES
LIFE-ASSIST INC	12/9/2019	\$368.90	FD FIRST AID SUPPLIES
LIFE-ASSIST INC	12/16/2019	\$263.87	FD FIRST AID SUPPLIES
LINCOLN CONTRACTORS	12/4/2019	\$413.99	SW PHASE 115V PRIMEPUMP
LINDA AUBRY	12/18/2019	\$301.59	2019 PROPERTY TAX REFUND
LITHO-CRAFT	12/17/2019	\$439.00	SW BILLING STMT PAPER
LITHO-CRAFT	12/17/2019	\$747.00	SW ENVELOPES
LOCASHA, MATTHEW & DAUL, SHAUNA	12/27/2019	\$5.53	2018 PROPERTY TAX REFUND
M&M OFFICE INTERIORS, INC.	12/10/2019	\$825.71	FD BOOKCASE
MARTIN, ROBERT & MARY	12/31/2019	\$26.35	2019 PROPERTY TAX REFUND
MARY H POLZIN REVOCABLE TRUST	12/18/2019	\$144.69	2019 PROPERTY TAX REFUND
MENARDS	12/10/2019	\$4.47	CT LOC PWR GRAB EXP
MENARDS	12/3/2019	\$377.37	AD SOFTNER SALT
MENARDS	11/26/2019	\$14.39	FD WOOD LATH
MENARDS	12/4/2019	\$13.33	HWY SHOWER CURTAIN PINS
MENARDS	12/10/2019	\$5.97	SW SUPER GLUE BRUSH
MENARDS	11/22/2019	\$47.88	SW SAND IN A TUBE
MENARDS	12/12/2019	\$17.97	P&R CUTTING WHEEL
MENARDS	12/19/2019	\$17.76	FD COUNTRY MIX
MENARDS	12/19/2019	\$23.95	SW HOSES
MENARDS	12/17/2019	\$20.64	SW COUPLINGS AND ELBOWS
MERLE AND SANDRA MCDONALD	12/18/2019	\$10.00	2019 PROPERTY TAX REFUND
MICHAEL AND KAYLA RUGGLES	12/18/2019	\$601.45	2019 PROPERTY TAX REFUND
MICHAEL CADY	12/18/2019	\$33.91	2019 PROPERTY TAX REFUND
MICHELLE KRUEGER	12/31/2019	\$26.23	2019 PROPERTY TAX REFUND
MILWAUKEE LAWN SPRINKLER CORP	11/25/2019	\$500.00	P&R FALL WINTERIZATION
MOORE, MICHAEL & CARRIE	12/31/2019	\$348.95	2019 PROPERTY TAX REFUND
MOTION & CONTROL ENTERPRISES LLC	12/4/2019	\$259.95	HWY CRIMP HOSE
MULLER, DANIEL & SUSAN	12/31/2019	\$68.90	2019 PROPERTY TAX REFUND
Municipal Law & Litigation Group S.C.	12/18/2019	\$9,906.20	CT LEGAL FEES
Municipal Law & Litigation Group S.C.	11/14/2019	\$9,547.20	CT LEGAL FEES
MUNICIPAL WELL & PUMP	11/30/2019	\$14,500.00	SW WELL TREATMENT

MUNICIPAL WELL & PUMP	12/31/2019	\$14,544.00	SW MOTOR REPLACEMENT
MUNSON, ERIK & KIMBER	12/31/2019	\$25.72	2019 PROPERTY TAX REFUND
MUSSON BROTHERS NC	12/18/2019	\$7,544.46	SWM CONTRACTOR APP
NATIONWIDE RETIREMENT SOLUTIONS	12/20/2019	\$1,585.09	CT RETIREMENT PD 12/20/2019
NESSLAR, MARY	12/18/2019	\$56.47	2019 PROPERTY TAX REFUND
NEW BROOK WINDOW CLEANING	12/4/2019	\$45.00	FD WINDOW CLEANING
NEW BROOK WINDOW CLEANING	12/4/2019	\$320.00	FD WINDOW CLEANING
NEW PIG	12/2/2019	\$118.55	FD COVERALLS
NEW PIG	5/8/2019	\$120.01	FD CHEMICAL ABS MAT
NORTHERN LAKE SERVICE, INC	11/26/2019	\$60.00	SW CHLORINE
NORTHERN LAKE SERVICE, INC	11/26/2019	\$80.00	SW CHLORINE
NORTHERN LAKE SERVICE, INC	11/26/2019	\$60.00	SW CHLORINE
NORTHERN LAKE SERVICE, INC	11/26/2019	\$550.00	SW RADIUM
NORTHERN LAKE SERVICE, INC	11/26/2019	\$80.00	SW CHLORINE
NORTHERN LAKE SERVICE, INC	12/27/2019	\$80.00	SW DW SAMPLES
NORTHERN LAKE SERVICE, INC	12/27/2019	\$275.00	SW 4TH QTR RADIOACTIVITY ANALY
NORTHERN LAKE SERVICE, INC	12/27/2019	\$80.00	SW DEC BACTERIA SAMPLES
NORTHERN LAKE SERVICE, INC	12/27/2019	\$60.00	SW DEC BACTERIA SAMPLES
NORTHERN LAKE SERVICE, INC	12/27/2019	\$20.00	SW INVESTIGATION
NORTHERN LAKE SERVICE, INC	12/27/2019	\$80.00	SW DEC BACTERIA
NORTHERN LAKE SERVICE, INC	12/27/2019	\$60.00	SW INVESTIGATION BACTERIA SMPL
NORTHERN LAKE SERVICE, INC	12/27/2019	\$80.00	SW INVESTIGATION BACTERIA SMPL
NORTHERN LAKE SERVICE, INC	12/27/2019	\$60.00	SW DEC BACTERIA SMPL
O'CONNOR, BRIAN & NICOLE	12/31/2019	\$74.11	2019 PROPERTY TAX REFUND
OFFICE COPYING EQUIPMENT, LTD	11/29/2019	\$94.30	BLD SHARP MX3070N CONTRACT
OFFICE COPYING EQUIPMENT, LTD	11/29/2019	\$11.04	CRT SHARP MX3571 CONTRACT
OFFICE COPYING EQUIPMENT, LTD	11/29/2019	\$171.30	ENG SHARP MX4070N CONTRACT
OFFICE COPYING EQUIPMENT, LTD	11/29/2019	\$31.74	FD SHARP MX3070N CONTRACT
OFFICE DEPOT	11/25/2019	\$163.54	SW OFFICE SUPPLIES
OFFICE DEPOT	12/4/2019	\$286.64	CT OFFICE SUPPLIES
OFFICE DEPOT	12/4/2019	\$13.99	CT OFFICE SUPPLIES
OFFICE DEPOT	12/9/2019	\$55.58	CT OFFICE SUPPLIES
OFFICE DEPOT	12/9/2019	\$394.08	CT OFFICE SUPPLIES
OFFICE DEPOT	12/7/2019	\$115.17	CT OFFICE SUPPLIES
OFFICE DEPOT	12/18/2019	\$12.49	CT OFFICE SUPPLIES
OFFICE DEPOT	12/18/2019	\$47.57	CT OFFICE SUPPLIES
OFFICE DEPOT	12/21/2019	\$6.89	BLD OFFICE SUPPLIES
OHLIN SALES INC	10/14/2019	\$43.07	FD PIN ASSEMBLY
OLKWITZ, MICHAEL	12/18/2019	\$30.21	2019 PROPERTY TAX REFUND
OLSON, SHAWN	12/5/2019	\$18.28	BLD AMAZON REIMB
OLSON, SHAWN	12/31/2019	\$24.94	BLD MILEAGE REIMB
ONE CALL NOW	12/2/2019	\$439.88	HWY COMMUNICATION BASIC PLAN
OSTOP, STEPHEN & AMY	12/18/2019	\$6.12	2019 PROPERTY TAX REFUND
PACE ANALYTICAL SERVICES	12/20/2019	\$304.50	SWM ANALYTICAL CHGS
PANZER, SHARON M	12/31/2019	\$96.61	2019 PROPERTY TAX REFUND
PARKING LOT MAINTENANCE	12/10/2019	\$10,755.00	SWM PATCHING PER CONTRACT
PARKING LOT MAINTENANCE	12/6/2019	\$8,050.00	HWY HEATS
PAULINE MEIHAK	12/17/2019	\$10.00	P&R YOGA REFUND
PEAK SOFTWARE SYSTEMS, INC	12/12/2019	\$104.00	IT MEGASTRIPE READER

PEAK SOFTWARE SYSTEMS, INC	12/12/2019	\$1,612.90	P&R SPORTSMAN CORE
PEARCE, RICHARD	12/31/2019	\$9.86	2019 PROPERTY TAX REFUND
PEELEN, RENEE	12/31/2019	\$10.49	2019 PROPERTY TAX REFUND
PELI, ERIC & KATHY	12/18/2019	\$50.23	2019 PROPERTY TAX REFUND
PELZEL, JEFFREY	12/31/2019	\$7.07	2019 PROPERTY TAX REFUND
PEWAUKEE, VILLAGE OF	12/31/2019	\$1,605.68	CT DEC 2019 SPLIT
PEWAUKEE, VILLAGE OF	12/10/2019	\$6,278.53	CT LAKE PATROL
PEWAUKEE, VILLAGE OF	12/31/2019	\$14,590.85	CT LIFEQUEST
POMP'S TIRE SERVICE, INC.	12/2/2019	\$54.00	HWY TIRE REPAIR KIT
PREMIUM WATERS, INC	12/6/2019	\$53.25	HWY WATER
PREMIUM WATERS, INC	10/31/2019	\$29.74	P&R SHOP WATER
PREMIUM WATERS, INC	12/6/2019	\$77.99	P&R WATER
PREMIUM WATERS, INC	11/30/2019	\$124.50	CRT WATER
PREMIUM WATERS, INC	12/20/2019	\$29.49	P&R WATER
PROHEALTH CARE MEDICAL ASSOCIATES	12/2/2019	\$320.00	HR EXAMS
R&R INSURANCE SERVICES	12/2/2019	\$45.00	ENG RAILROAD LIABILITY
RAMDOSS, SWAMINATHAN NEMMELY & K	12/31/2019	\$6,014.95	2019 PROPERTY TAX REFUND
REBECCA E SHEPERD LIVING TRUST	12/31/2019	\$4.25	2019 PROPERTY TAX REFUND
REDMOND, WILLIAM JR & BETH PETERS	12/31/2019	\$154.00	2019 PROPERTY TAX REFUND
RETFERFORD, DAVID & CINDY	12/31/2019	\$43.41	2019 PROPERTY TAX REFUND
RHS INC	12/5/2019	\$286.58	CT CITY HALL DOOR
RHS INC	12/17/2019	\$72.00	CT CITY HALL DOOR
ROBERT KEWAN	12/31/2019	\$76.85	IT MILEAGE REIMB
RODNEY ROSSI	12/31/2019	\$235.72	2019 PROPERTY TAX REFUND
ROMENS, RANDY	12/31/2019	\$100.92	BLD MILEAGE REIMB
ROTROFF JEANSON & CO.	12/6/2019	\$1,532.00	CT ASSIST 2019 PROP TX BILLS
RUEKERT & MIELKE, INC.	11/26/2019	\$1,132.00	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	11/26/2019	\$1,223.19	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	11/26/2019	\$903.75	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	11/26/2019	\$143.25	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	11/26/2019	\$1,529.10	ENG DESIGN FEES
RUEKERT & MIELKE, INC.	11/26/2019	\$3,489.05	ENG DESIGN PROF FEES
RUEKERT & MIELKE, INC.	11/26/2019	\$541.59	SWM CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	11/26/2019	\$443.19	SWM EROSION CONTROL
RUEKERT & MIELKE, INC.	11/26/2019	\$810.99	SWM ERSION CONTROL
RUEKERT & MIELKE, INC.	11/26/2019	\$499.44	SWM EROSION CONTROL
RUEKERT & MIELKE, INC.	11/26/2019	\$98.71	SWM EROSION CONTROL
RUEKERT & MIELKE, INC.	11/26/2019	\$461.94	SWM EROSION CONTROL
RUEKERT & MIELKE, INC.	11/26/2019	\$1,148.04	SW DESIGN STUDY
RUEKERT & MIELKE, INC.	11/26/2019	\$4,468.65	SW DESIGN AND BIDDING SERVICE
RUEKERT & MIELKE, INC.	12/19/2019	\$2,011.75	SW STUDY
RUEKERT & MIELKE, INC.	12/19/2019	\$2,240.00	SW ASST WITH WELL 7
RUEKERT & MIELKE, INC.	12/19/2019	\$2,463.50	SW POST CONSTRUCTION SVS
RUEKERT & MIELKE, INC.	12/19/2019	\$1,015.50	SW CONVERT MODELING SOFTWARE
RUEKERT & MIELKE, INC.	12/19/2019	\$998.30	SW DESIGN AND BIDDING SERVICES
RUEKERT & MIELKE, INC.	12/19/2019	\$3,757.25	SW PRELIM DESIGN STUDY
RUEKERT & MIELKE, INC.	12/19/2019	\$9,050.40	SW DESIGN
RUNDLE-SPENCE	11/8/2019	\$697.89	P&R DRAKE TANK AND BOLT
RUSCH, DENNIS & MARILEE	12/31/2019	\$73.55	2019 PROPERTY TAX REFUND

SAWASKY, KIM & KATHLEEN	12/31/2019	\$69.63	2019 PROPERTY TAX REFUND
SCHOLTKA, JENNIFER	12/16/2019	\$32.00	P&R SUB FOR SENIOR FITNESS
SCHOLTKA, JENNIFER	12/20/2019	\$320.00	P&R ZUMBA GOLD CLASS
SCHOOL DISTRICT MENOMONEE FALLS	12/13/2019	\$790.00	P&R MAKING SPIRITS BRIGHT
SCHRANDT, JUSTIN & STEPHANIE	12/31/2019	\$484.69	2019 PROPERTY TAX REFUND
SCOTT LASKO	12/31/2019	\$190.09	2019 PROPERTY TAX REFUND
SEIDL, ANTHONY	12/31/2019	\$25.08	2019 PROPERTY TAX REFUND
SHAWNS DEER PICK UP	12/10/2019	\$260.00	HWY DEER PICKUP
SHERWIN-WILLIAMS	12/18/2019	\$63.46	P&R PAINT SUPPLIES
SHORT ELLIOTT HENDRICKSON INC	9/12/2019	\$3,740.00	AD FIRESTATION SURVEY
SIEBERS, JAMES	12/19/2019	\$150.80	AD TRAVEL EXPENSE REIMB
SOFT WATER, INC.	11/29/2019	\$15.00	FD WATER
SOFT WATER, INC.	11/29/2019	\$7.50	FD WATER
STANDARD INSURANCE CO.	12/11/2019	\$104.28	CT STD SB
STATE OF WI COURT FINES & ASSMTS	12/6/2019	\$7,435.48	CRT STATES SHARE OF COURT COST
STEINMETZ, JOHN & SHARON	12/31/2019	\$73.01	2019 PROPERTY TAX REFUND
STEVE HANSON	12/30/2019	\$42.00	P&R YOGA REFUND CHECK
STEVEN F WETTSTEIN JR AND HEID REVOKA	12/18/2019	\$66.68	2019 PROPERTY TAX REFUND
Strand Associates, Inc	12/10/2019	\$2,549.81	SW LIFT STN CAP REVIEW
TARCZEWSKI, KELLY	12/10/2019	\$80.04	CT TRAVEL EXP REIMB
TARCZEWSKI, KELLY	12/10/2019	\$145.00	CT TRAVEL EXP REIMBURSEMENT
TARCZEWSKI, KELLY	11/25/2019	\$11.98	CT EXP REIMB
TARGET SOLUTIONS LEARNING	11/30/2019	\$4,265.97	HR TRAINING
TD AMERITRADE TRUST COMPANY	12/20/2019	\$50.00	CT LOAN REPAYMENT PD 12/20
TEAM WENDY	12/13/2019	\$231.81	FD HEADLAMP
TEBEEST, SCOTT	12/17/2019	\$250.00	P&R TRAILER REPAIR
TERO WIEMERO JR	12/31/2019	\$534.21	2019 PROPERTY TAX REFUND
THE JULIEANN MOLENDEN REVOCABLE TRU	12/31/2019	\$2,687.54	2019 PROPERTY TAX REFUND
THIBAUT, NORMAN	12/31/2019	\$4.03	2019 PROPERTY TAX REFUND
THOMSON REUTERS	12/5/2019	\$2,200.00	IT FIXED ASSET SOFTWARE
THROGMORTON, SCOTT & BECKY	12/31/2019	\$3,040.01	2019 PROPERTY TAX REFUND
TODD SCHROEDER	12/31/2019	\$9,178.03	2019 PROPERTY TAX REFUND
TRAFFICE ANALYSIS & DESIGN INC	11/30/2019	\$598.00	ENG TRAFFIC ENG SERVICES
TROY DEIBERT	12/31/2019	\$1,710.62	2019 PROPERTY TAXES
UDULUTCH, PAUL & JAMIE	12/31/2019	\$19.41	2019 PROPERTY TAX REFUND
USA BLUEBOOK	12/12/2019	\$1,155.94	SW MULTIGAS DETECTOR
USA BLUEBOOK	12/10/2019	\$268.41	SW BRASS ADAPTER
UTZ, CHRISTOPHER	12/18/2019	\$194.35	2019 PROPERTY TAX REFUND
VERIZON	12/1/2019	\$215.54	SW TELEPHONE
VERIZON	12/12/2019	\$276.33	FD TELEPHONE
VERIZON	12/12/2019	\$58.45	FD TELEPHONE
VISU-SEWER	12/2/2019	\$6,440.56	SW STORM WATER TELEVISIONING
WATER REMEDIATION TECHNOLOGY	12/1/2019	\$3,478.91	SW BASE TREATMENT
WAUKE MILLS	12/30/2019	\$50.00	SW BALE STRAW
WAUKE MILLS	12/30/2019	\$70.00	SW BALE STRAW
WAUKESHA CO SHERIFF'S DEPT	12/6/2019	\$60.00	CRT NOV WARRANT FEE
WAUKESHA CO TECHNICAL COLLEGE	11/26/2019	\$96.00	FD BLS PROVIDER CARDS
WAUKESHA CO TREASURER	12/6/2019	\$1,701.38	CRT NOV CO JAIL ASSESSMENTS
WAUKESHA CO TREASURER	12/4/2019	\$3,074.40	CT TAX BILLING DEC 2019

WAUKESHA CO TREASURER	12/19/2019	\$720.00	P&R LEARN TO SKATE
WAUKESHA CO TREASURER	12/31/2019	\$90,349.02	CT WRONG ENTITY PMTS
WAUKESHA PEWAUKEE CVB	12/19/2019	\$2,521.07	CT RECEPTIONS
WAUKESHA WATER UTILITY	11/27/2019	\$238.47	SW 2019 TAX ROLL - RTN FLW
WAUKESHA WATER UTILITY	11/27/2019	\$1,403.48	SW 2019 TAX ROLL - WATER
WAUKESHA WATER UTILITY	12/31/2019	\$48,724.81	SW 4TH QTR WATER AGREEMENT
WAUPACA SAND & SOLUTIONS	12/10/2019	\$4,016.95	P&R DIAMOND MIX
WAYDA, MATTHEW & CHRISTINE	12/31/2019	\$117.85	2019 PROPERTY TAX REFUND
WD3 LLC	12/31/2019	\$761.08	2019 PROPERTY TAX REFUND
WE ENERGIES	12/20/2019	\$19.06	P&R FIELD LIGHTING
WE ENERGIES	12/20/2019	\$17.87	P&R FLAG LIGHT
WE ENERGIES	12/20/2019	\$12.34	P&R ELECTRIC
WEINANDT, BRIAN	12/31/2019	\$4.24	2019 PROPERTY TAX REFUND
WELLS FARGO REAL ESTATE TAX SERVICES	12/31/2019	\$3,547.26	2019 PROPERTY TAX REFUND
WELLS FARGO REAL ESTATE TAX SERVICES	12/31/2019	\$2,754.13	2019 PROPERTY TAX REFUND
WELLSPRING CONSTRUCTION GROUP	12/31/2019	\$3,725.00	AD CONSTRUCTION FEES
WHITLOW'S SECURITY SPECIALISTS	12/9/2019	\$223.15	P&R RE-KEY NETTY SOUTH
WI DEPT OF JUSTICE-RECORDS CHECK	12/13/2019	\$54.00	HR EXAMS
WI DEPT TRANSPORTATION BBS	12/2/2019	\$58.45	ENG DESIGN DELIVERY OF PROJECT
WILLE, SCOTT & CAROLYN	12/31/2019	\$53.67	2019 PROPERTY TAX REFUND
WISCONSIN COACH LINES	12/7/2019	\$965.00	P&R COAH BUS TO CHICAGO
WISCONSIN CONTRACTOR'S SUPPLY	12/11/2019	\$33.43	SW BOOTS
WISCONSIN DEPARTMENT OF TRANSPORT	12/2/2019	\$5.19	SW WAUKESHA BYPASS PROJECT
WISCONSIN DEPARTMENT OF TRANSPORT	12/2/2019	\$2.15	SW CAPITOL DRIVE PROJECT
WISCONSIN LEGAL BLANK	11/22/2019	\$426.00	CRT ENVELOPES
WOLDANSKI, KELLEY	11/7/2019	\$329.68	HR PARTY SUPPLY REIMB
WOLF CONSTRUCTION COMPANY	12/6/2019	\$329.30	HWY COLD MIX
XEROX CORPORATION	12/9/2019	\$255.75	SW METER CHARGES
Z RENTAL PROPERTIES	11/22/2019	\$2,592.88	CT 2018 PROP TAX REFUND
ZIMMER LEIGH ANN	12/31/2019	\$64.31	2019 PROPERTY TAX REFUND



<b>ACCOUNTS PAYABLE</b>	<b>1/20/2020</b>	<b>TOTAL:</b>	<b>\$ 19,480,495.42</b>
<b>Vendor Name</b>	<b>Document Date</b>	<b>Document Amount</b>	<b>Transaction Description</b>
ALPHA OMEGA CLEANING, INC.	1/1/2020	\$213.00	P&R JANITORIAL SERVICES
ANN KUICK	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
APEX SOFTWARE	1/1/2020	\$470.00	IT APEX SOFTWARE RENEWAL
ARROWHEAD SCHOOL DISTRICT	1/10/2020	\$15,113.74	JAN SETTLEMENT 2019 TAX ROLL
ASSOCIATED TRUST	1/1/2020	\$2,500.00	CT BENEFIT TRUST
BARBARA HOWDER	1/15/2020	\$25.50	CT 1/10/2020 POLL TRAINING
BIELINSKI HOMES	1/2/2020	\$500.00	BLD OCC BND RFND 190732
BLDG INSP ASSOC OF SE WI	1/2/2020	\$105.00	BLD WINTER CODE CLASS
BLDG INSP ASSOC OF SE WI	1/2/2020	\$95.00	BLD WINTER CODE CLASS
BROOKS, RAY	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
CHUBB	1/7/2020	\$2,674.00	CT CYBER ERM INS POLICY
CONTINENTAL UTILITY SOLUTIONS, INC	1/1/2020	\$7,260.00	SW UMS TECH SUPPORT
COUNTY MATERIALS CORP	1/8/2020	\$220.50	HWY CATCH BASIN RISER
DIETZ, MARY	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
DIVERSIFIED BENEFIT SERVICES	1/2/2020	\$449.75	CT HRA JAN 2020
FOSTER, LISA	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
gWorks	1/1/2020	\$420.00	IT HIGHWAY SOFTWARE
HAMILTON SCHOOL DISTRICT	1/10/2020	\$422,040.42	JAN SETTLEMENT 2019 TAX ROLL
HUMANE ANIMAL WELFARE SOCIETY	1/2/2020	\$6,699.00	CT 2020 BILL FOR SERVICE CONTR
KAREN ELLEFSON	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
KARPFINGER, BARBARA	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
KEN KUICK	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
KEOUGH, TOM	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
LAKE PEWAUKEE SANITARY DISTRICT	1/2/2020	\$192,000.00	CT LAKE MNGMT 2020
LYNCH BUICK GMC OF WEST BEND	1/14/2020	\$35,674.50	P&R VEHICLE
LYNNE BUELL	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
MEYERS, ANN	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
MUNICIPAL PROPERTY INSURANCE	1/6/2020	\$42,235.00	CT MUNICIPAL PROP INS
MUTUAL OF OMAHA	1/10/2020	\$3,875.33	CT STD/LTD INS JANUARY
NATIONWIDE RETIREMENT SOLUTIONS	1/3/2020	\$1,335.09	CT RETIREMENT PD 1/3/20
PEWAUKEE SCHOOL DISTRICT	1/10/2020	\$8,958,927.66	JAN SETTLEMENT 2019 TAX ROLL
PEWAUKEE, VILLAGE OF	1/3/2020	\$69,501.00	CT 2020 JOINT LIBRARY JAN
R&R INSURANCE SERVICES	1/1/2020	\$24,741.00	CT WORKERS COMP
R&R INSURANCE SERVICES	1/1/2020	\$2,681.00	CT FIDUCIARY LIABILITY
R&R INSURANCE SERVICES	1/1/2020	\$1,800.00	CT CRIME
R&R INSURANCE SERVICES	1/1/2020	\$25,171.00	CT LWMMI PACKAGE
R&R INSURANCE SERVICES	1/2/2020	\$24,735.00	CT WORKERS COMP
RANDY GASCOIGNE	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
RICHMOND SCHOOL DISTRICT	1/10/2020	\$31,518.02	JAN SETTLEMENT 2019 TAX ROLL
SIEGERT, SUSAN	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
SIEGMAN, LAURA	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
TD AMERITRADE TRUST COMPANY	1/3/2020	\$50.00	CT LN REPMT PD 1/3/20
TITAN PUBLIC SAFETY SOLUTIONS	1/1/2020	\$9,333.00	IT TIPSS SOFTWARE
WATER REMEDIATION TECHNOLOGY	1/1/2020	\$3,534.57	SW BASE TREATMENT CHG
WAUKESHA CO TECHNICAL COLLEGE	1/10/2020	\$612,133.65	JAN SETTLEMENT 2019 TAX ROLL

WAUKESHA CO TREASURER	1/1/2020	\$1,552.00	CT TR OPERATING COST
WAUKESHA COUNTY TREASURER	1/10/2020	\$3,092,887.46	JAN SETTLEMENT 2019 TAX ROLL
WAUKESHA PROFESSIONAL FIREFIGHTERS .	1/3/2020	\$1,703.87	CT UNION DUES
WAUKESHA SCHOOL DISTRICT	1/10/2020	\$5,884,826.36	JAN SETTLEMENT 2019 TAX ROLL
WI PARK AND RECREATION ASSOC	1/1/2020	\$150.00	P&R MEMBERSHIP RENEWAL
WI PARK AND RECREATION ASSOC	1/1/2020	\$150.00	P&R MEMBERSHIP DUES
WI PARK AND RECREATION ASSOC	1/1/2020	\$150.00	P&R MEMBERSHIP DUES
WI RURAL WATER ASSOCIATION	1/1/2020	\$585.00	SW SYSTEM MEMBERSHIP RENEWAL
WIMMER, LISA	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
WROBLEWSKI, SUE	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
YEKO, JANE	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
ZEPHIRIN, VICKI	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING
ZIETARA-NOWAKOWSKI, NINA	1/15/2020	\$25.50	CT 1/10/20 POLL TRAINING

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

**DATE:** January 20, 2020

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Approval of Common Council Meeting Minutes Dated December 2, 2019

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

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

**DATE:** January 20, 2020

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Approval of Common Council Meeting Minutes Dated December 16, 2019

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

CC Minutes 12-16-2019

**In attendance:**

Mayor Steve Bierce, Aldermen B. Bergman, C. Brown, B. Dziwulski, R. Grosch, J. Kara and J. Wamser.

**Also in Attendance:**

Attorney S. Riffle, Administrator S. Klein, Assistant Engineer M. Wagner, Utility Manager J. Mueller, Director of People and Culture K. Woldanski, City Planner & Community Development Director N. Fuchs, Lieutenant B. Ripplinger and Clerk/Treasurer K. Tarczewski.

1. Call to Order and Pledge of Allegiance – Mayor Bierce called the meeting to order at 7:00 p.m.

2. Public Comment - None.

3. **Consent Agenda**

3.1. Approval of the Common Council Meeting Minutes Dated November 18, 2019

3.2. Approval of the Common Council Meeting Minutes Dated December 2, 2019

3.3. Approval of Accounts Payable Listing

3.4. Approval of Bartender Licenses

3.5. Concur With the Recommendation of the Employee Services Committee to Approve the Proposed Employee Handbook Revision

Mayor Bierce struck Items #3.1 and #3.2. Ms. Brown asked that Item #3.5 be removed for discussion.

**A motion was made and seconded (J. Kara, J. Wamser) to approve the remaining items on the consent agenda.** Motion Passed: 6-For, 0-Against.

3.5 Concur with the Recommendations of the Employee Services Committee to Approve the Proposed Employee Handbook Revision

Ms. Brown commended Ms. Woldanski for a job well done and stated she was in favor of the recommended changes.

**A motion was made and seconded, (C. Brown, B. Dziwulski) to approve the recommended Employee Handbook revisions.**

Mayor Bierce questioned the reference to VRBO and AirBNBs. Ms. Woldanski stated sometimes employees can get better deals staying at VRBO and AirBNB properties than at hotels and motels. Then he asked about using time off in conjunction with a holiday. Ms. Woldanski said the policy used to be an employee couldn't take a sick day or vacation day off after or before a holiday, but that was not being adhered to so it is being removed.

Motion Passed: 6-For, 0-Against.

4. Discussion and Possible Action to Authorize Expenditures in the Amount of \$18,104.32 to Pay for Fire Equipment out of the Contingency Fund

Mr. Klein stated the Fire Department purchased a new command vehicle and then transferred the old vehicle to the Utilities Department. He said they wanted to keep the lights and sirens, so the new vehicle

needed to be fitted with the necessary equipment. Mr. Klein stated the vehicle was purchased in 2018 but the equipment installation didn't happen until 2019 and the vendor took nine months to bill out the job. Mr. Klein recommended the bill be paid out of contingency funds.

**A motion was made and seconded (B. Dziwulski, J. Wamser) to authorize the expenditure in the amount of \$18,104.32 to pay for the fire equipment to come out of the contingency fund.**

Motion Passed: 6-For, 0-Against.

5. Discussion and Possible Action to Request Assistance for Firefighter Grant

Mr. Klein stated Chief Bierce wants to apply for a grant to cover 90% of the SCBA replacement costs.

**A motion was made and seconded, (J. Kara, B. Dziwulski) authorizing the firefighter grant application.** Motion Passed: 6-For, 0-Against.

6. Discussion and Possible Action Regarding the Police Services Contract with the Waukesha County Sheriff's Department for the Years of 2020 - 2024

Mr. Klein stated this is the contract that was agreed upon for the Metro Unit Deputy, but it does not have the detective & patrol officer that are expected mid-year. Mr. Klein stated an addendum to the contract will be prepared at that time.

Ms. Brown voiced her concern regarding the increased contract costs for the police services. Mr. Klein stated it has been over ten years and if we still had our own department this number would be much higher. There was additional discussion related to the previous contract and its terms, including the annual cost of living escalator as well as staffing of our previous Police Department.

**A motion was made and seconded, (B. Dziwulski, J. Wamser) to approve the police services contract with the Waukesha County Sheriff's Department from 2020 through 2024.**

Motion Passed: 6-For, 0-Against.

7. Discussion and Possible Action Regarding the 2020 Agreement for Building Inspection Services with the Village of Pewaukee

Mr. Fuchs stated this was the same agreement and there were no changes. They will be charged \$1000 per month plus 60% of the permitting fees. He said we also charge the hourly rate of \$55 for property maintenance services.

Ms. Brown stated the Village has grown but the fees haven't gone up. Mr. Klein stated the contract fees have not gone up but the building permit fees have been revised. Mr. Kara asked what the annual revenue generated is. Mr. Fuchs responded in 2018 the Villages total permit fees were \$87,706. Mr. Kara asked if 60% of this covers our costs. Mr. Fuchs stated they felt we were covering costs. Mayor Bierce asked what the \$1,000 was covering. Mr. Fuchs stated it was the administrative costs. Mayor Bierce stated he couldn't understand why that fee doesn't go up annually because our costs go up each year. Mr. Dziwulski recommended doing an in-depth analysis on costs for next year. There was additional discussion regarding this matter and how to move forward.

**A motion was made and seconded (B. Dziwulski, J. Kara) recommending the approval of the 2020 building inspection services contract with the Village of Pewaukee.**

Motion Passed: 6-For, 0-Against.

8. Discussion and Possible Action Regarding the Approval and Posting of the Housing Affordability Analysis and New Housing Fee Report as Required by Wisconsin State Statutes Sections 66.10013 and 66.10014

Mr. Fuchs stated this report was done to comply with state law enacted in 2018. It requires cities and villages with a population over 10,000 to prepare this housing affordability report. He said the State also requires a new housing fee report. Mr. Fuchs stated he combined the reports. He said the approach staff took for the housing affordability report was to address the recommendations of the City's comprehensive housing plan and SEWRPC recommendations related to affordable housing. Mr. Fuchs stated the new law requires the City to lower costs by 20% for newer developments. He said as part of that, staff would be looking at review and turnaround times as a means to reduce costs.

Mr. Klein recognized all the time and effort Mr. Fuchs put into the report. Mr. Kara stated Mr. Fuchs did a great deal of research for limited usefulness. Mr. Kara asked if it was the City's plan to serve the entire community with public sewer and water facilities in the future. Mr. Klein stated it is the goal of the Utility, but it is open-ended on when it will be achieved. Mr. Kara also noted a few typos that needed to be corrected.

**A motion was made and seconded (B. Dziwulski, J. Wamser) to accept the report with the revisions noted.** Motion Passed: 6-For, 0-Against.

9. Discussion and Possible Action to Award the 2019 Sanitary Sewer Rehabilitation Contract for Rockwood Drive and Busse Road to the Lowest Qualified Bidder

Ms. Wagner stated the bids were opened this past Thursday. She said Visu-Sewer had the lowest qualified base bid in the amount of \$97,641.75. She added there were also a couple of mandatory alternate bids that should be considered. She said the project consists of lining several sewers that have cracks on top of the pipe. Ms. Wagner stated the damage to the pipe was found during the work that was completed during the televising contract. She stated the consultants are recommending the award of the contract to Visu-Sewer with the two mandatory alternates. She stated the alternate projects take out some spot relays and line the entire section of pipe. Ms. Wagner stated the total project would cost \$99,091.75. She also asked the Council to approve the carryover of funds from the 2019 budget in the amount of \$125,000. She said \$291,000 was originally budgeted for this project. Ms. Mueller explained the procedures of the project. There was additional discussion related to the various types of pipes. Ms. Wagner stated the life of a sewer pipe range from 75-100 years.

**A motion was made and seconded (J. Kara, R. Grosch) to award the 2019 sanitary sewer rehabilitation contract for Rockwood Drive and Busse Road to Visu-Sewer in the amount of \$99,091.75 and to carry over the 2019 funds in the amount of \$125,000 for this project into the 2020 year.** Motion Passed: 5-For, 0-Against, 1-Abstain (Bergman).

10. Discussion and Possible Action Regarding a Potential Urban Planning/Sustainability Capstone Project by a Graduate Student from the University of Wisconsin - Milwaukee.

Mr. Grosch stated he attended the presentation regarding the County's sustainability program and he recently contacted the Waukesha Green Team who worked with them on the project. He introduced Deb Schneider, and asked her to describe the program. She said the Waukesha County Green Team is a non-profit organization. She stated their goal is to create education awareness around sustainability and environmental issues. Ms. Schneider stated UW Milwaukee has a capstone project for graduate

students, which is part of their urban planning program. She said they do consulting projects for municipalities. She said the program begins on January 28<sup>th</sup> for the spring semester. She said a team of three to four students will come out and meet with City staff and staff will identify the scope of work they want completed. Ms. Schneider stated the students will make their program recommendations in May. She said there is no cost to the City and stated the consulting project is valued between \$10,000-\$20,000.

Mr. Grosch suggested urban planning and sustainability should be the main focus. He also suggested the direction of the project could be a report on energy efficiency improvements for the future related to the water and waste water utility and the City Hall facility. He said he'd also like to move forward with the bike paths and have them connected to the parks. He also stated perhaps a video could be created that could be utilized for tourism purposes.

Mr. Kara asked if City staff have been consulted about this project yet. He voiced his concerns related to resource issues. Mr. Klein stated sustainability is part of the strategic plan and it would be a benefit to have outside help.

Attorney Riffle summarized the additional discussion that took place. In short, he heard the City Administrator would put together the scope of studies that would fit this project with limited help of staff.

**A motion was made and seconded (R. Grosch, J. Wamser) that the Council accepts the offer from the Waukesha Green Team and UW Milwaukee to create a sustainability plan as defined by the Administrator at no cost.** Motion Passed: 6-For, 0-Against.

11. Discussion and Possible Action to Support the Restoration of Eminent Domain Rights to County Boards, City Councils, Village Trustees, Town Boards and the Wisconsin Department of Transportation

Mr. Grosch stated the Bike & Pedestrian Path Planning Committee made a recommendation to restore the eminent domain for the use of bike trails and pedestrian paths. Attorney Riffle stated there has been a big lobbying effort so that municipalities were not able to condemn for bike and pedestrian paths and the legislators passed that two years ago. He said there are now steps being taken to reverse that. Mr. Grosch stated he would like the City to support this effort. Attorney Riffle stated if that was the direction Council would like to go, a resolution would need to be drafted and sent off to Madison.

Mayor Bierce stated he was not a fan of eminent domain and is not in favor of this. Mr. Bergman stated he agrees with the Mayor. He said he personally is going through this with some of the properties he owns. He said it is incredibly expensive. Mr. Grosch stated it was for the public good. Ms. Brown stated she doesn't think eminent domain is the way to provide bike and pedestrian paths. Mr. Wamser agreed. Mr. Kara stated he does not like that this right was taken away from municipalities and we should have the right to use it if we want to.

**A motion was made and seconded (J. Kara, B. Dziwulski) to draft a resolution in support the restoration of eminent domain rights.** Motion Failed: 3-For (Kara, Dziwulski, Grosch), 3-Against (Bergman, Wamser, Brown). Mayor Bierce broke the tie vote by voting against the motion.

12. Discussion and Possible Action to Approve **Resolution 19-12-30** Revising the 2020 Residential Impact Fee to \$993.00



Mr. Klein stated the consultant has recommended a change to the park dedication fee. He noted there will probably be another change requested in the next month or so.

**A motion was made and seconded (B. Dziwulski, R. Grosch) to approve Resolution 19-12-30.**

Motion Passed: 6-For, 0-Against.

13. Public Comment - None.

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

- §19.85(1)(c): Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility specifically related to the Public Works Director.

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

**A motion was made and seconded (J. Kara, B. Dziwulski) to go into closed session at 8:17 p.m.**

Motion Passed Via Roll Call Vote: 6-For, 0-Against.

**A motion was made and seconded (B. Dziwulski, B. Bergman) to extend an offer to Ms. Magdelene Wagner for the Public Works Director position.** Motion Passed: 6-For, 0-Against.

15. Adjournment

**A motion was made and seconded (R. Grosch, B. Dziwulski) to adjourn the meeting at 8:34 p.m.**

Motion Passed: 6-For, 0-Against.

Respectfully Submitted,

Kelly Tarczewski  
Clerk/Treasurer

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

**DATE:** January 20, 2020

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Approval of Bartender Licenses

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Bartenders List 1/20/2020

<b><u>Individual Name</u></b>	<b><u>Establishment Name</u></b>	<b><u>Type</u></b>
Clark, Lauren N	Point Burger Bar	New
Gamez, Taylor	Machine Shed	New
Gray, Bailey J	Milwaukee Marriott West	New
Johnson, Madelyn	Curly's Waterfront	New
Michaels, Elizabeth	Andrea's Red Rooster	New
Wagner, Justin	Mugshotz	New

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

**DATE:** January 20, 2020

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

**PUBLIC HEARING** Regarding the Class B Liquor and Beer License Request of KNK Pewaukee, LLC Doing Business as Andrea's Red Rooster Located at N14 W22032 Watertown Road (PWC 0960-998-003) and Naming Natasha Koput as Agent [Tarczewski]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Red Rooster Application

RECEIVED  
JAN 03 2020  
CITY OF PEWAUKEE  
CLERK'S OFFICE

# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 1/20/2020 ending: 6/30/2020  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of ☐ Village of ☒ City of } PEWAUKEE

County of WAUKESHA Aldermanic Dist. No. \_\_\_\_\_  
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company  
☒ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456-1030095561-04</u>	
FEIN Number <u>83-3677183</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>16.30</u>
<b>TOTAL FEE</b>	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
KOPUT M NATASHA, KOPUT D KORY KMK Pewaukee LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
KOPUT	NATASHA	MARIE	
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
KOPUT	KORY	DAVID	
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name ANDREAS RED ROOSTER Business Phone Number 262-574-1230  
2. Address of Premises N14W22032 WATERTOWN RD Post Office & Zip Code 53186

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)  
Bar area, restaurant & dining area, liquor closet located in women's bathroom, Back cooler & shelves near the beer cooler, upstairs office area, Patio/Deck

4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ..... ☒ Yes ☐ No

(b) If yes, under what name was license issued? MB PEWAUKEE, DENNIS M BARTON

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ..... ☐ Yes ☒ No
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ..... ☐ Yes ☒ No  
**If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ..... ☐ Yes ☒ No
9. (a) **Corporate/limited liability company applicants only:** Insert state Wisconsin and date Feb. 2019 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ..... ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ..... ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ..... ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ..... ☒ Yes ☐ No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Kiput Natasha M</u>	Title/Member <u>manager / owner</u>	Date <u>1/2/20</u>
Signature <u>Natasha M Kiput</u>	Phone Number <u>(262) --- ---</u>	Email Address _____

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>1/3/2020</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

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

**DATE:** January 20, 2020

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action regarding Bridlewood Apartments [Wagner]

***BACKGROUND:***

In February 1990, the Town of Pewaukee entered into a Developer's Agreement with Continental XIV Fund Limited Partnership for the construction of Green Road Townhomes Phase 1. The Developer installed municipal sanitary sewer and water main as part of the Development per the approved plans. The Town and now City of Pewaukee Utilities have been maintaining this infrastructure since the Development was completed, however the accepting resolution was never brought forward formally accepting the municipal infrastructure. The Development is being sold and the new owners are asking for this resolution. The existing owners are asking for a termination of the Developer's Agreement.

As part of the research to determine if the resolution had been passed, it has come to our attention that easements for the Municipal Sanitary Sewer and Water Main have not been recorded. This is normally completed as part of the Certified Survey Map (CSM) recording, but the CSM for this parcel does not contain any easements and the owner's do not have any documentation easements were recorded. Therefore, new draft easements have been drawn and will be recorded upon approval.

***FINANCIAL IMPACT:***

NA

***RECOMMENDED MOTION:***

1. Approve and accept the dedication of easements for the municipal sanitary sewer and municipal water main installed as part of the Green Road Townhomes Phase 1 Development by Continental XIV Fund Limited Partnership.
2. Approve Resolution 20-01-xx accepting the public improvements of the Green Road Townhomes Phase 1 Development and the termination of the Development Agreement with Continental XIV Fund Limited Partnership.

**ATTACHMENTS:**

Description  
CSM 6034  
Green Road Townhomes Developer Agreement  
Draft Resolution 20-01-01  
Watermain Easement



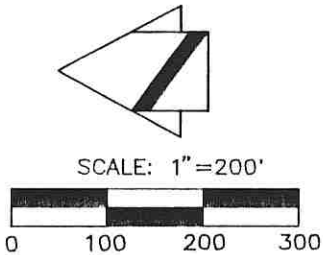


0918.999  
PLOT 0918.999:002 1566949

PC 8/11/16-2

CERTIFIED SURVEY MAP NO. 6034  
Part of the NE 1/4 and NW 1/4 of the NW  
1/4 of Section 14, T7N, R19E  
TOWN OF PEWAUKEE, WAUKESHA COUNTY,  
WISCONSIN

Page 1 of 3

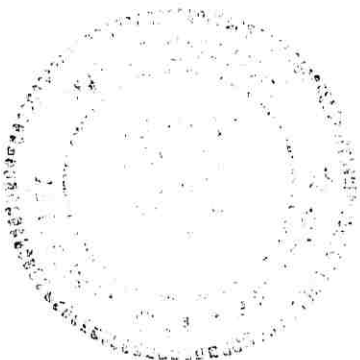


LEGEND: ○—IRON PIPE 24" x 1" DIA. (PLACED)  
1.13+ LBS. PER LIN. FT.  
● — IRON PIPE FOUND

REFERENCE BEARING: The north line of the  
Northwest Quarter (NW 1/4) of Section 14 was  
used as the Reference Bearing and has a  
bearing of N89°22'39"E as referenced to the  
Wisconsin State Plane Coordinate System.

SURVEYOR:  
JAHNKE & JAHNKE ASSOCIATES INC.  
711 West Moreland Boulevard  
Waukesha, WI 53188

NOTE: Direct vehicular access to C.T.H. "J"  
is prohibited.

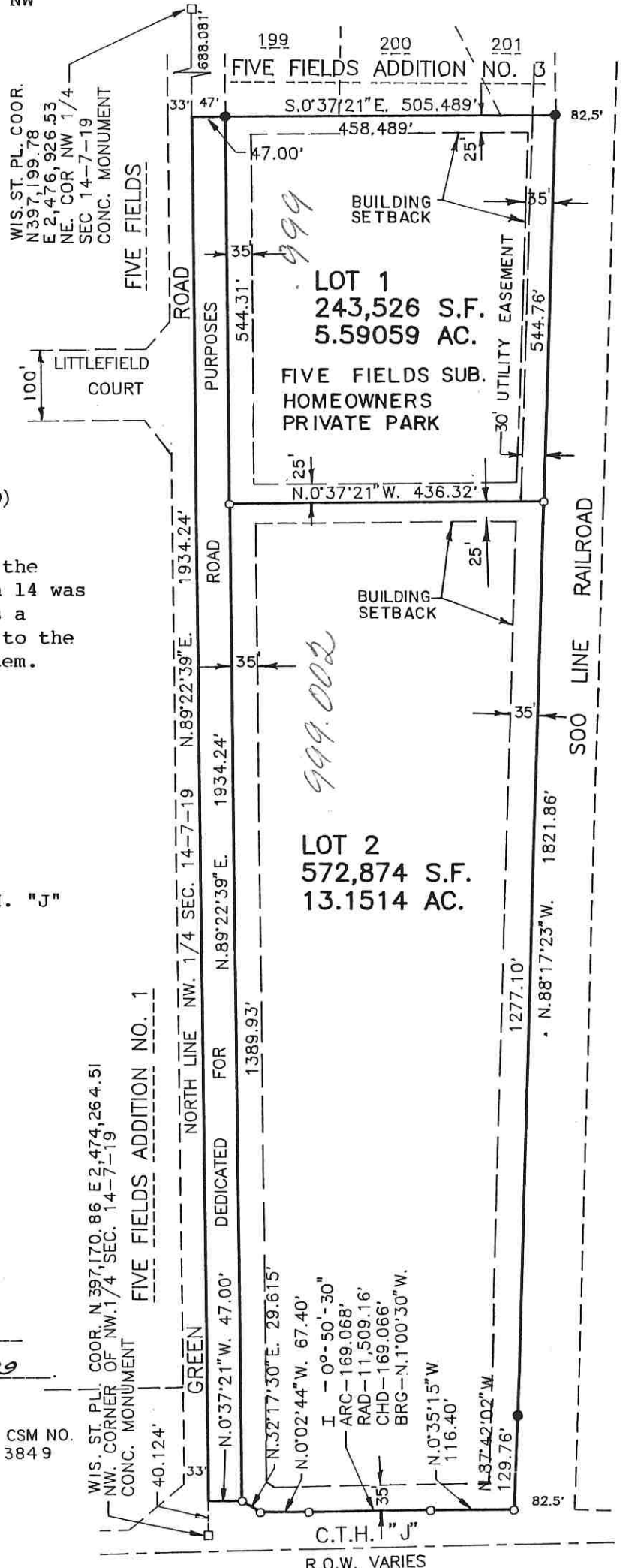


*John W. Jahnke*  
JOHN W. JAHNKE—WIS. REG. NO. S-917  
DATED THIS 25<sup>TH</sup> DAY OF OCT., 1989

REVISION DATE 11-9-89

OWNER: PEBBLE VALLEY ASSOCIATES  
17800 West Capitol Drive  
Brookfield, WI 53005

CSM NO.  
3849





Stock No. 26273

CERTIFIED SURVEY MAP NO. 6034

Page 2 of 3

Part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 14, T7N, R19E  
TOWN OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

## SURVEYOR'S CERTIFICATE:

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

All that part of the Northwest Quarter (NW 1/4) of Section 14, Town 7 North, Range 19 East, Town of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said Northwest Quarter (NW 1/4); thence North 89°22'39" East along the north line of said Northwest Quarter (NW 1/4) 40.124 feet to the place of beginning of the lands herein to be described: thence North 89°22'39" East along said north line 1934.24 feet; thence South 0°37'21" East 505.489 feet to the north line of Soo Line Railroad right-of-way; thence North 88°17'23" West along said right-of-way 1821.86 feet; thence North 87°42'02" West along said right-of-way 129.76 feet; thence North 0°35'15" West along the east right-of-way line of C.T.H. J, 116.40 feet; thence northerly along said east line 169.068 feet along the arc of a curve of radius 11,509.16 feet, center lies to the west, chord bears North 1°00'30" West 169.066 feet; thence North 0°02'44" West along said east line 67.40 feet; thence North 32°17'30" East along said east line 29.615 feet; thence North 0°37'21" West 47.00 feet to the place of beginning. Containing 20.82902 acres of land.

DEDICATING the north 47 feet for road purposes.

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



John W. Jahnke  
JOHN W. JAHNKE - Wis. Reg. No. S-917

STATE OF WISCONSIN)ss  
COUNTY OF WAUKESHA)

The above certificate subscribed and sworn to me this 23<sup>rd</sup> day of OCTOBER, 1989.

My commission expires September 12, 1993.

Jerome G. Wegner  
JEROME G. WEGNER - NOTARY PUBLIC

REGISTER'S OFFICE)

Waukesha Co. Wis.

No. 1566949RECEIVED FOR RECORD THE 23<sup>rd</sup> DAYNovember, A.D., 1989 AT 2:59O'CLOCK P.M. & RECORDED IN: Vol. 49OF CSM'S ON pages 245-247

Michael J. Hassinger  
By: Christine Branch  
Deputy

OWNER: PEBBLE VALLEY ASSOCIATES

Instrument drafted by John W. Jahnke

TRANSFER

P.S. Pewaukee 2282

\$ 38.00

FEE



Stock No. 26273

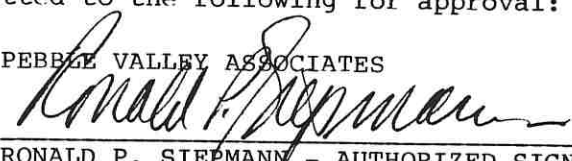
CERTIFIED SURVEY MAP NO. 6034  
 Part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 14, T7N, R19E  
 TOWN OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN

Page 3 of 3

OWNER'S CERTIFICATE

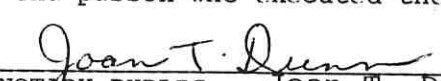
As owner, we hereby certify that we caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map. We also certify that this Certified Survey Map is required to be submitted to the following for approval:  
 Town of Pewaukee.

PEBBLE VALLEY ASSOCIATES

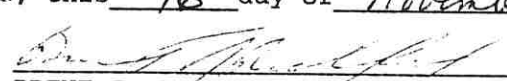
  
 RONALD P. SIEPMANN - AUTHORIZED SIGNATORY

STATE OF WISCONSIN) ss  
 COUNTY OF WAUKESHA)

Personally came before me this 16th day of October, 1989, the above named RONALD P. SIEPMANN, to me known to be the person who executed the foregoing instrument and acknowledged the same.  
 My commission expires October 14, 1990

  
 NOTARY PUBLIC - Joan T. Dunn
TOWN PLAN COMMISSION APPROVAL

Approved by the Plan Commission, Town of Pewaukee, this 18 day of November, 1989.

  
 BRENT J. REDFORD - CHAIRMAN

  
 SCOTT J. KLEIN - SECRETARY
TOWN BOARD CERTIFICATE OF APPROVAL

Resolved that the above Certified Survey Map which has been filed for approval, be and hereby is approved as required by the Town Subdivision Regulations and Chapter 236 of the Wisconsin Statutes relating to Certified Survey Maps.

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Town Board of the Town of Pewaukee on this 20 day of November, 1989.


  
 BRENT J. REDFORD - CHAIRMAN

  
 SANDRA J. SALBASHIAN - CLERK
VILLAGE OF PEWAUKEE EXTRATERRITORIAL APPROVAL

Approved by the Plan Commission of the Village of Pewaukee in accordance with Section 18.21 of the Village Subdivision and Platting Code on this 9th day of November, 1989.

  
 LAWRENCE E. FARRELL - PRESIDENT

  
 ELIZABETH E. WILLIAMS - CLERK

  
 JOHN W. JAHNKE - Wis. Reg. No. S-917  
 Dated this 25th day of OCTOBER, 1989.



DEVELOPERS AGREEMENT  
FOR THE

GREEN ROAD TOWNHOMES - PHASE I  
LOCATED IN U.S. PUBLIC LAND SURVEY  
SECTION 14, T7N, R19E, TOWN OF PEWAUKEE,  
WAUKESHA COUNTY, WISCONSIN

THIS AGREEMENT, Made this 2 day of February, 1990 by and between Continental XIV Fund Limited Partnership, a Wisconsin Limited Partnership, 606 East Wisconsin Avenue, Suite 250, Milwaukee, Wisconsin, hereinafter called the "DEVELOPER" and the TOWN OF PEWAUKEE in the County of Waukesha and the State of Wisconsin, hereinafter called the "TOWN".

W I T N E S S E T H:

WHEREAS, The DEVELOPER has placed certain covenants, conditions and restrictions on the use and development of that certain premises located in the Town of Pewaukee, Waukesha County, Wisconsin commonly known as Green Road Townhomes; and,

WHEREAS, the TOWN has approved the covenants, conditions and restrictions placed on the use and development of the Green Road Townhomes; and,

WHEREAS, The DEVELOPER and TOWN desire to enter into this agreement in order to ensure that the DEVELOPER make and install all improvements which are reasonably necessary, and further that the DEVELOPER shall dedicate any sanitary sewer system and water system to the appropriate TOWN Sanitary District, and, shall construct all streets and the storm sewer system to Town (or Sanitary District) specifications without cost to the TOWN (or Sanitary District); and,

WHEREAS, Developer has submitted for approval by the Town a proposed final site plan for Green Road Townhomes, Phase I, containing 64 dwelling units, a copy of which is hereto attached as Exhibit "A"; and,

WHEREAS, Section 236.13 of the Wisconsin Statutes as well as Chapter 17 of the Codes and Ordinances of the Town provide that as a condition of site approval, the governing body of a municipality within which the project lies may require that the Developer make and install any public improvements reasonably necessary and that he execute a letter-of-credit or cash bond to insure that he will make these improvements within a reasonable time; and,

WHEREAS, the DEVELOPER may be desirous of dividing the premises by use of standard platting regulations as set forth in Section 236 of the Wisconsin Statutes, and in Chapter 18 of the Town Codes and Ordinances; and,

WHEREAS, This agreement is necessary to implement the Town Zoning and Land Division Ordinances.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

#### DEVELOPER'S COVENANTS

##### SECTION I. IMPROVEMENTS

The DEVELOPER, entirely at his expense and in accordance with Town standards and specifications, on or before September 1, 1990 shall:

A. Roads and Streets

Grade and install all planned streets in accordance with the approved development plan of said development and the plans and specifications approved by the Town engineer and attached hereto as Exhibit "B".

B. Surface Water Drainage

Construct, install, furnish and provide adequate facilities for storm and surface water drainage, including curb and gutter, in accordance with plans and specifications attached hereto as Exhibit "C".

C. Landscaping and site work:

1. Preserve the existing trees, wherever possible, in the installation of development or subdivision improvements.
2. Remove and lawfully dispose of all old barns, structures, and out-buildings, not a part of the planned development, as well as, destroyed trees, brush, tree trunks, shrubs, and all rubbish on or before June 1, 1990.

##### SECTION II. DEDICATION

- A. Subject to all of the other provisions of this Agreement and the exhibits attached hereto, the DEVELOPER shall, without charge to the TOWN, and upon completion of all of the above-described improvements, forever after maintain such streets and storm drainage improvements so that they are kept in continual good repair in order that the provision of emergency and utility maintenance services are not restricted.



- B. Prior to the installation of any improvements to be dedicated to the Town, the DEVELOPER agrees to furnish to the TOWN either a cash bond or an irrevocable letter of credit from a lending institution acceptable to the Town Attorney. Such cash bond or letter of credit will be in the amount of 110% of the expected costs of all such improvements as submitted to and approved in writing by the TOWN Engineer. No building permits shall be issued until such cash bond or letter of credit that is required has been received and approved by the TOWN, and no occupancy permit shall be issued until the afore described improvements have been completed to the satisfaction of the Town Engineer.
- C. In the event the DEVELOPER does not complete the installation of improvements within 396 days from the signing of this Agreement, the TOWN shall have the authority, upon ten(10) days notice to the DEVELOPER, to complete the same and to take title thereto. The lending institution providing the cash bond or letter of credit, or other security instrument approved in writing by the TOWN Attorney shall pay to the TOWN the cost of such completion upon demand, and upon its failure to do so, in whole or in part, the TOWN shall be empowered in addition to its other remedies, without notice of hearing, to impose a special assessment for the amount of said completion costs, upon each and every lot or parcel in the development payable with the next succeeding tax roll.

### SECTION III. PAY COSTS

The DEVELOPER shall pay and reimburse the TOWN promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the TOWN from and after the date hereof in connection with or relative to the construction, installation, and acceptance of the subdivision improvements covered by this Agreement; including without limitation by reason of enumeration, design, engineering, preparing, checking and review of design, plans and specifications; supervision, full time inspection to insure that construction is in compliance with the applicable plans, specifications, regulation and ordinances and legal, administrative and fiscal work undertaken to assure and implement such compliance.

### SECTION IV. MISCELLANEOUS REQUIREMENTS

- A. Street and Traffic Signs The DEVELOPER agrees to: Reimburse the Town for all street signs, traffic signs, posts, and the labor for their installation as performed by the TOWN upon and submittal to the DEVELOPER of an invoice for such signs and installation.

- B. Survey Monuments:  
Properly place and install all survey or other monuments required by Wisconsin Statute or Town Ordinance.
- C. Manner of Performance:  
Cause all construction required or authorized for by this Agreement to be carried out and performed in a good and workmanlike manner.
- D. Erosion Control:  
The Developer shall be responsible for the erection and maintenance of silt fences and erosion control devices including siltation or detention ponds as directed by the Town Engineer.
- E. Grade:  
The Developer shall furnish to the Building Inspector of the Town a master grading plan of Exhibit "A" showing the street grade in front of each building and the recommended Finish Yard grade.
- F. Site Area Housekeeping:  
All streets and approved access ways within and adjacent to the development shall be kept free of wood, gravel, stone and other construction materials at all times and shall be so kept at developers expense.
- G. Inspection Notice:  
A minimum of three working days notice shall be given to the Town Engineer for all inspections of streets, drainage improvements, site grading and landscaping.

#### SECTION V. ROADS AND STORM WATER GUARANTEE

The DEVELOPER shall guarantee the improvements described in Section 1A,1B,1C hereof, against defects due to faulty materials or workmanship which appear within a period of one year from the date of dedication as herein provided, and shall pay for any damages resulting therefrom to TOWN property. This warranty limit does not affect or bar claims from negligence discovered at a later date. Negligent workmanship shall be governed by Wisconsin law on negligence.

#### SECTION VI. 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 the TOWN, its officers, agents and employees, and shall DEFEND the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees, and the like to whomsoever owed and by whomsoever and whenever brought or



obtained, which may in any manner result from or arise in the course of, out of, or as a result of the negligent performance of the AGREEMENT, the negligent construction or operation of improvements covered thereby, the violation of any law or ordinance, the infringement of any patent, trademark, trade name or copyright, and the use of road improvements prior to their formal dedication to the TOWN as provided in Section II hereof. In every case, where judgment is recovered against the TOWN, and notice and opportunity to defend has been given to the DEVELOPER of the pendency of the suit within ten (10) days after its commencement, the judgment shall be conclusive upon the DEVELOPER not only as to the amount of damages, but also as to its liability to the TOWN.

#### SECTION VII. AGREEMENT FOR BENEFIT OF PURCHASER

The DEVELOPER agrees that in addition to the TOWN'S rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any lot or parcel of land in the development.

#### SECTION VIII. CASH BONDS OR LETTERS OF CREDIT

- A. In lieu of completing any improvements required herein, and at any time subsequent hereto, the DEVELOPER may deliver to the TOWN either cash or an irrevocable letter of credit approved in writing as to form by the Town Attorney, in such amount as approved by the Town Engineer as adequate to cover the DEVELOPER'S obligation hereunder.
- B. Any letter of credit shall be executed by the DEVELOPER and a responsible corporate surety or lending institution licensed to do business in the State of Wisconsin, and satisfactory to the Town Attorney, shall be approved by the Town Board and shall guarantee to the TOWN the performance by the DEVELOPER of its obligations hereunder.

#### SECTION IX. PARK LAND DEDICATION OR FEE

As provided in the Town Land Division Ordinance, the DEVELOPER agrees to the following:  
The DEVELOPER, at the time that the Certified Survey Map is submitted for approval, and prior to issuance of building permits, shall pay to the Town the sum of \$250.00 for each potential dwelling unit within the proposed development. TOWN acknowledges receipt of \$28,000 for this purpose.

#### SECTION X. ACCEPTANCE OF WORK AND DEDICATION

When the DEVELOPER shall have completed the improvements herein required, the same shall be accepted by the TOWN, providing those improvements meet the TOWN specifications.



#### SECTION XI. CONSTRUCTION PERMITS

The TOWN, shall within its authority, issue such permits, adopt such resolutions and execute such documents that may be necessary to permit the DEVELOPER to construct the development improvements called for by this Agreement, upon the DEVELOPER'S compliance with any deposit provisions or other requirements of the applicable ordinances or regulations, and the TOWN shall cooperate with the DEVELOPER in obtaining similar permits, resolutions, and documents as may be necessary, from other authorities within whose jurisdiction the premises lie.

#### SECTION XII. FURTHER DRAINAGE PROVISION

In the event drainage problems arise within the premises or related to activities on the premises, the DEVELOPER shall correct such problems to the satisfaction of the Town and Town Engineer. Such correction measures shall include without limitation because of enumeration, cleaning of soil, loose aggregate and construction debris from storm sewers, catch basins, drainage ditch and streets; dredging and reshaping of siltation or detention ponds; replacing of siltation fences; sodding and seeding; and, construction of diversion ditches, ponds, and siltation traps.

#### SECTION XIII. GENERAL CONDITIONS AND REGULATIONS


All the provisions of the TOWN'S General Condition and Regulations for Developer's Agreements, not inconsistent with or in conflict with and of the provisions of this Agreement, are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of the Agreement and all work and improvements as required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said General Conditions and Regulations.

SECTION XIV. ASSIGNMENT

The DEVELOPER shall not assign this Agreement to other parties without the written consent of the TOWN.

IN WITNESS WHEREOF, DEVELOPER and the TOWN have caused the Agreement to be signed in four original counterparts the day and year first above written.

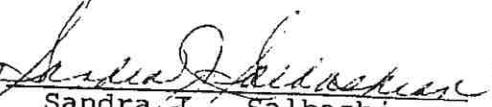
CONTINENTAL XIV FUND LIMITED PARTNERSHIP, THE DEVELOPER  
Continental Properties Company, Inc., General Partner

By   
James H. Schloemer, President

PEWAUKEE TOWN

By   
Brent J. Redford, Chairman

ATTEST:

By   
Sandra J. Salbashian,  
Clerk



## RESOLUTION NO. 20-01-01

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS  
GREEN ROAD TOWNHOMES PHASE I DEVELOPMENT**

**WHEREAS**, Continental XIV Fund Limited Partnership (Developer), and the Town/City of Pewaukee, entered into a Developer's Agreement dated February 2, 1990 on file in the City Clerk's office, to govern the development of a parcel of real property owned by Developer for residential use more particularly described in Exhibit A (Legal Description and Map attendant to Certified Survey Map No. 6034, recorded at the Office of the Waukesha County Register of Deeds) on file in the City Clerk's office and incorporated herein, referred to in said Agreement and herein as the "Property;" and

**WHEREAS**, the Agreement provides that Developer would construct and install the necessary sanitary sewer facilities, water distribution facilities, public streets, surface and storm water drainage, and street signs and traffic control within the Property; and,

**WHEREAS**, the public improvements have been completed and dedicated by Developer to the Town/City; and,

**WHEREAS**, the public improvements have been inspected by the City Engineer who has approved the same; and,

**WHEREAS**, easements to the City have been recorded for the access, future maintenance and replacements of the public infrastructure; and,

**WHEREAS**, **STAN TO ADD LANGUAGE REQUESTED BY OWNER REGARDING TERMINATING**.

**NOW THEREFORE IT IS HEREBY RESOLVED** that the City of Pewaukee Common Council accepts the public improvements referred to above on behalf of and for the benefit of the public and citizens of the City of Pewaukee.

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

Dated this 20th day of January, 2020.

CITY OF PEWAUKEE

\_\_\_\_\_  
Steve Bierce, Mayor

ATTEST:

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Kelly Tarczewski, City Clerk/Treasurer

Document Number	<b>WATER MAIN EASEMENT</b>  Document Title	
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This Water Main Easement (this “**Easement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF PEWAUKEE (“**Grantee**”) and CONTINENTAL XIV FUND LIMITED PARTNERSHIP, a Wisconsin limited partnership (“**Grantor**”).

WHEREAS, Grantor owns certain real property in the City of Pewaukee, County of Waukesha, State of Wisconsin, (a) as more particularly described on Exhibit A attached hereto and incorporated herein by reference and as depicted as the “Grantor’s Property” on Exhibit C attached hereto and incorporated herein by reference (the “**Grantor’s Property**”) and (b) as more particularly described on Exhibit B attached hereto and incorporated herein by reference and as depicted as the “Easement Area” on Exhibit C (the “**Easement Area**”); and

WHEREAS, Grantee wishes to construct, reconstruct, maintain, repair, operate and use an underground water main and related facilities on Grantor’s Property; and

WHEREAS, Grantor agrees to grant and Grantee wishes to accept from Grantor, a non-exclusive, perpetual easement for the construction, operation and maintenance of an underground water main and related facilities.

NOW, THEREFORE, in consideration of One and NO/100 Dollars (\$1.00) and the conditions, covenants and mutual agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties hereto agree as follows:

1. GRANTOR'S GRANT OF A PERPETUAL EASEMENT. Grantor does hereby grant to Grantee and Grantee’s agents, contractors, grantees, employees, representatives, successors and assigns (collectively, the “**Grantee Parties**”), a non-exclusive, perpetual right and easement within the Easement Area for the purposes of using, maintaining, operating, repairing, replacing, installing, constructing, relocating and removing an underground water main and related facilities (including without limitation water pipes, lines, drains and equipment) (collectively, the “**Water Facilities**”). Grantee hereby represents, agrees, and warrants that the Water Facilities shall be constructed, reconstructed, maintained, repaired, used and operated in accordance with all applicable laws, statutes, codes, ordinances, rules and regulations (“**Laws**”), including those of Waukesha County. Notwithstanding anything else set forth herein, except as otherwise specifically agreed with Grantor in a writing which is recorded in the records of Waukesha County, Wisconsin, no portion of the Water Facilities shall be located above the surface of the ground. Grantee

Recording Area

Name and Return Address  
Continental Properties Company, Inc.  
W134 N8675 Executive Parkway  
Menomonee Falls, WI 53051  
Attn: Legal Department

Parcel Identification Number (PIN) 0918999002

agrees to maintain, at its sole expense, the Water Facilities property in good condition and repair and in accordance with Laws.

2. CONSTRUCTION LIENS. In the event any liens are filed against Grantor's Property, or any part thereof, in connection with any work performed by or on behalf of Grantee or in connection with any act or omission of Grantee pursuant to the Easement, Grantee shall have the said liens immediately discharged of record, failing which this Easement shall terminate.
3. NONDISTURBANCE. Grantee will cause the least possible interference with the activities of Grantor and any of its agents, contractors, tenants, licensees, guests, invitees, grantees, employees, representatives, successors (including, without limitation, any and all successors in title to the Grantor's Property) and assigns (collectively, the "Grantor Parties") in connection with its operations in the Easement Area.
4. REPAIR. Grantee will, at its sole cost and expense and promptly after completion of its work, replace the surface (including, without limitation, the surface paving) and subsurface of the soil as may be disturbed in the construction, operation, use, maintenance and repair (including reconstruction) of the aforesaid Water Facilities in substantially the same condition as existed as of the date hereof or immediately prior to such work, and repair all driveways and other paved areas and replace portions of lawns or fences which may be damaged by construction on the Easement Area or which is a direct result of the exercise of the rights herein granted. Grantee covenants and agrees that Grantee shall be responsible for initiating and maintaining supervision of safety precautions and programs in connection with the location, construction, installation, inspection, maintenance, relocation, and replacement of the Water Facilities. Grantee shall erect and maintain, as required by existing conditions and the work being undertaking by Grantee, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent property and utilities. Grantee shall also be responsible for all measures reasonably necessary to protect any property adjacent to the Easement Area and the property and improvements therein from damage due to the activities of Grantee and Grantee's contractors and agents under this Easement. Any damage to such property or improvements shall be promptly repaired by Grantee. In the event Grantee fails to take any action required by this paragraph, Grantor shall have the right, but not the obligation, to perform any such action, and the cost thereof shall be payable on demand by Grantee.
5. NO PUBLIC RIGHTS; NO THIRD PARTY BENEFICIARIES. Nothing contained in this Easement shall or shall be deemed to constitute a gift or dedication of any portion of the Easement Area to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of Grantor and Grantee that the Easement shall be strictly limited to and for the purposes expressed herein. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor of any of the rights and privileges conferred herein.

6. INDEMNITY. Grantee, its successors or assigns, shall defend, indemnify and save harmless Grantor, its officers, agents and employees, and any mortgagee of Grantor's Property, from, against and with respect to any and all suits, demands, causes of actions, liabilities, claims, losses, costs and expenses relating to or arising from or with respect to any injury or damages of whatever nature, including death, or damage to property (i) arising out of or related to any activity of Grantee, its agents, employees, licensees or contractors, their agents or employees with respect to the Water Facilities or the Easement Area or (ii) arising out of any defaults by Grantee hereunder.
7. GRANTOR'S USE. In no event shall Grantor damage, obstruct, disrupt or otherwise interfere with the Water Facilities, or the use or operation thereof by any Grantee Party. Grantor hereby reserves to itself the right to use the Easement Area (including without limitation, parking of vehicles on the surface thereof), subject to Laws, and provided that such use will not unreasonably disturb or interfere with such Water Facilities or prevent reasonable ingress and egress thereto for the purposes of construction, operation, use, maintenance and repair (including reconstruction) thereof. Grantee agrees that, subject to Laws, Grantor retains the right to cross and recross the Easement Area with other utility lines, pipes, wires and easements and parking and access easements and that Grantor may install paving, curb and gutter, landscaping and signs on the Easement Area so long as the same are not inconsistent with the grant of the easement herein.
8. NOTICES. Notices in demand required or permitted to be given hereunder shall be given by certified mail return receipt requested, or by a national overnight express service such as Federal Express, addressed to the parties at their respective addresses as follows:

If to Grantor:

Continental XIV Fund Limited Partnership  
W134 N8675 Executive Parkway  
Menomonee Falls, Wisconsin 53051  
Attn: Legal Department

If to Grantee:

City of Pewaukee  
W240 N3065 Pewaukee Road  
Pewaukee, Wisconsin 53072  
Attn: Department of Public Works

or at such other address as specified in writing by such party. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

9. RELOCATION. Grantee agrees that Grantor, at its sole cost and expense, may relocate this easement and any Water Facilities thereon installed by Grantee provided that Grantor first



gives Grantee written notice thereof. Said relocation shall be for fully functional Water Facilities, and no such relocation shall result in any interruption of service to Grantee. Grantee covenants and agrees that it will execute such documents as Grantor may deem necessary or appropriate to evidence such relocation of record. Except as otherwise specifically set forth herein, Grantor shall retain all right, title and interest in and to that portion of Grantor's Property covered by the easement granted herein.

10. COSTS. Upon the occurrence of any breach or default under this Easement by either party, the defaulting party shall be liable for and shall reimburse the non-defaulting party upon demand for all reasonable attorney's fees and costs incurred by non-defaulting party in enforcing the defaulting party's obligations under this Easement, whether or not the non-defaulting party files legal proceedings in connection therewith.
11. NO STRICT CONSTRUCTION. The rule of strict construction does not apply to the grant of easement contained herein. This grant shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easement shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.
12. COUNTERPARTS. This Easement may be executed in several counterparts, each of which shall be deemed an original. The signature of the parties hereto on this Easement may be executed and notarized on separate pages, and when attached to this Easement shall constitute one complete document.
13. CAPTIONS. The section headings appearing in this Easement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.
14. NO PARTNERSHIP. None of the terms and provisions of this Easement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this Easement cause them to be considered joint venturers or members of any joint enterprise.
15. FURTHER ASSURANCES. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.
16. EXHIBITS. All exhibits referred to herein and attached hereto shall be deemed part of the Easement.
17. RECORDING. The Easement shall be recorded in the records of Waukesha County, Wisconsin.

18. GOVERNING LAWS. The internal laws of the State of Wisconsin shall apply to the Easement without giving effect to the choice of law provisions of such State.
19. SEVERABILITY. If any term, provision or condition contained in this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Easement shall be valid and enforceable to the fullest extent permitted by law.
20. BINDING ON FUTURE PARTIES. The perpetual easement and all covenants and easements contained herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Easement as of the day and year first above written.

GRANTOR:

CONTINENTAL XIV FUND LIMITED PARTNERSHIP,  
a Wisconsin limited liability company

By: Continental Properties Company, Inc.,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

GRANTEE:

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## ACKNOWLEDGMENTS

STATE OF WISCONSIN     )  
  ) SS.  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, the above named \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ of Continental Properties Company, Inc., the general partner of Continental XIV Fund Limited Partnership, to me known to be said President and acknowledged that he executed the foregoing instrument as such President as the deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) SS.  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ the above named \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, to me known to be such \_\_\_\_\_ and acknowledged that [s]he executed the foregoing instrument as the deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

Grantor's Property

Lot 2 of Certified Survey Map No. 6034 recorded on November 28, 1989 in Volume 49 of Certified Survey Maps on Pages 245, 246 and 247, as Document No. 1566949, being part of the NE1/4 and NW1/4 of the NW1/4 of Section 14, Town 7 North, Range 19 East, City of Pewaukee, County of Waukesha, State of Wisconsin. Excepting therefrom that portion of land conveyed in instrument recorded as Document No. 3103112.

## EXHIBIT B

### Easement Area

Part of Lot 2 of Certified Survey Map No. 6034, being part of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 7 North, Range 19 East, in the Town of Pewaukee, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Northwest 1/4 Section, thence North 89°22'39" East along the North line of said 1/4 Section 404.08 feet to a point; thence South 00°07'02" West 47.00 feet to the South line of Green Road and the point of beginning of lands to be described; thence North 89° 22' 39" East along said South line 20.00 feet to a point; thence South 00° 07' 02" West 42.49 feet to a point; thence North 89° 52' 58" West 6.00 feet to a point; thence South 00° 07' 02" West 98.42 feet to a point; thence South 89° 52' 58" East 6.00 feet to a point; thence South 00° 07' 02" West 11.69 feet to a point; thence North 89° 44' 32" East 161.34 feet to a point; thence North 45° 45' 42" East 132.58 feet to a point; thence North 89° 53' 39" East 350.77 feet to a point; thence South 34° 30' 51" East 90.80 feet to a point; thence South 89° 24' 30" East 197.06 feet to a point; thence North 00° 28' 03" West 144.87 feet to a point in the South line of Green Road; thence North 89° 22' 39" East along said South line 20.00 feet to a point; thence South 00° 28' 03" East 165.30 feet to a point; thence North 89° 24' 30" West 15.16 feet to a point; thence South 00° 35' 30" West 13.48 feet to a point; thence North 89° 24' 30" West 20.00 feet to a point; thence North 00° 35' 30" East 13.48 feet to a point; thence North 89° 24' 30" West 192.66 feet to a point; thence North 34° 30' 51" West 90.64 feet to a point; thence South 89° 53' 39" West 50.74 feet to a point; thence South 00° 06' 21" East 35.75 feet to a point; thence South 89° 53' 39" West 20.00 feet to a point; thence North 00° 06' 21" West 35.75 feet to a point; thence South 89° 53' 39" West 206.51 feet to a point; thence South 00° 06' 21" East 35.95 feet to a point; thence South 89° 53' 39" West 20.00 feet to a point; thence North 00° 06' 21" West 35.95 feet to a point; thence South 89° 53' 39" West 34.87 feet to a point; thence South 45° 45' 42" West 132.55 feet to a point; thence South 89° 44' 32" West 169.55 feet to a point; thence South 00° 07' 02" West 6.65 feet to a point; thence North 89° 52' 58" West 20.00 feet to a point; thence North 00° 07' 02" East 179.00 feet to the point of beginning.

### Depiction of Property and Easement Area



**SANITARY SEWER  
EASEMENT**

Document Number

Document Title

This Sanitary Sewer Easement (this “**Easement**”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF PEWAUKEE (“**Grantee**”) and CONTINENTAL XIV FUND LIMITED PARTNERSHIP, a Wisconsin limited partnership (“**Grantor**”).

WHEREAS, Grantor owns certain real property in the City of Pewaukee, County of Waukesha, State of Wisconsin, (a) as more particularly described on Exhibit A attached hereto and incorporated herein by reference and as depicted as the “Grantor’s Property” on Exhibit C attached hereto and incorporated herein by reference (the “**Grantor’s Property**”) and (b) as more particularly described on Exhibit B attached hereto and incorporated herein by reference and as depicted as the “Easement Area” on Exhibit C (the “**Easement Area**”); and

WHEREAS, Grantee wishes to construct, reconstruct, maintain, repair, operate and use an underground sanitary sewer system on Grantor’s Property; and

WHEREAS, Grantor agrees to grant and Grantee wishes to accept from Grantor, a non-exclusive, perpetual easement for the construction, operation and maintenance of a sanitary sewer system and related facilities.

NOW, THEREFORE, in consideration of One and NO/100 Dollars (\$1.00) and the conditions, covenants and mutual agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties hereto agree as follows:

1. GRANTOR'S GRANT OF A PERPETUAL EASEMENT. Grantor does hereby grant to Grantee and Grantee’s agents, contractors, grantees, employees, representatives, successors and assigns (collectively, the “**Grantee Parties**”), a non-exclusive, perpetual right and easement within the Easement Area for the purposes of using, maintaining, operating, repairing, replacing, installing, constructing, relocating and removing an underground sanitary sewer system and related facilities (including without limitation pipes, lines, drains and equipment) (collectively, the “**Facilities**”). Grantee hereby represents, agrees, and warrants that the Facilities shall be constructed, reconstructed, maintained, repaired, used and operated in accordance with all applicable laws, statutes, codes, ordinances, rules and regulations (“**Laws**”), including those of Waukesha County. Notwithstanding anything else set forth herein, except as otherwise specifically agreed with

Recording Area

Name and Return Address

Continental Properties Company, Inc.  
W134 N8675 Executive Parkway  
Menomonee Falls, WI 53051  
Attn: Legal Department

Parcel Identification Number (PIN) 0918999002



Grantor in a writing which is recorded in the records of Waukesha County, Wisconsin, no portion of the Facilities shall be located above the surface of the ground. Grantee agrees to maintain, at its sole expense, the Facilities in good condition and repair and in accordance with Laws.

2. CONSTRUCTION LIENS. In the event any liens are filed against Grantor's Property, or any part thereof, in connection with any work performed by or on behalf of Grantee or in connection with any act or omission of Grantee pursuant to the Easement, Grantee shall have the said liens immediately discharged of record, failing which this Easement shall terminate.
3. NONDISTURBANCE. Grantee will cause the least possible interference with the activities of Grantor and any of its agents, contractors, tenants, licensees, guests, invitees, grantees, employees, representatives, successors (including, without limitation, any and all successors in title to the Grantor's Property) and assigns (collectively, the "Grantor Parties") in connection with its operations in the Easement Area.
4. REPAIR. Grantee will, at its sole cost and expense and promptly after completion of its work, replace the surface (including, without limitation, the surface paving) and subsurface of the soil as may be disturbed in the construction, operation, use, maintenance and repair (including reconstruction) of the aforesaid Facilities in substantially the same condition as existed as of the date hereof or immediately prior to such work, and repair all driveways and other paved areas and replace portions of lawns or fences which may be damaged by construction on the Easement Area or which is a direct result of the exercise of the rights herein granted. Grantee covenants and agrees that Grantee shall be responsible for initiating and maintaining supervision of safety precautions and programs in connection with the location, construction, installation, inspection, maintenance, relocation, and replacement of the Facilities. Grantee shall erect and maintain, as required by existing conditions and the work being undertaken by Grantee, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent property and utilities. Grantee shall also be responsible for all measures reasonably necessary to protect any property adjacent to the Easement Area and the property and improvements therein from damage due to the activities of Grantee and Grantee's contractors and agents under this Easement. Any damage to such property or improvements shall be promptly repaired by Grantee. In the event Grantee fails to take any action required by this paragraph, Grantor shall have the right, but not the obligation, to perform any such action, and the cost thereof shall be payable on demand by Grantee.
5. NO PUBLIC RIGHTS; NO THIRD PARTY BENEFICIARIES. Nothing contained in this Easement shall or shall be deemed to constitute a gift or dedication of any portion of the Easement Area to the general public, for the benefit of the general public, or for any public purpose whatsoever, it being the intention of Grantor and Grantee that the Easement shall be strictly limited to and for the purposes expressed herein. Grantor and Grantee agree and

acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor of any of the rights and privileges conferred herein.

6. INDEMNITY. Grantee, its successors or assigns, shall defend, indemnify and save harmless Grantor, its officers, agents and employees, and any mortgagee of Grantor's Property, from, against and with respect to any and all suits, demands, causes of actions, liabilities, claims, losses, costs and expenses relating to or arising from or with respect to any injury or damages of whatever nature, including death, or damage to property (i) arising out of or related to any activity of Grantee, its agents, employees, licensees or contractors, their agents or employees with respect to the Facilities or the Easement Area or (ii) arising out of any defaults by Grantee hereunder.
7. GRANTOR'S USE. In no event shall Grantor damage, obstruct, disrupt or otherwise interfere with the Facilities, or the use or operation thereof by any Grantee Party. Grantor hereby reserves to itself the right to use the Easement Area (including without limitation, parking of vehicles on the surface thereof), subject to Laws, and provided that such use will not unreasonably disturb or interfere with such Facilities or prevent reasonable ingress and egress thereto for the purposes of construction, operation, use, maintenance and repair (including reconstruction) thereof. Grantee agrees that, subject to Laws, Grantor retains the right to cross and recross the Easement Area with other utility lines, pipes, wires and easements and parking and access easements and that Grantor may install paving, curb and gutter, landscaping and signs on the Easement Area so long as the same are not inconsistent with the grant of the easement herein.
8. NOTICES. Notices in demand required or permitted to be given hereunder shall be given by certified mail return receipt requested, or by a national overnight express service such as Federal Express, addressed to the parties at their respective addresses as follows:

If to Grantor:

Continental XIV Fund Limited Partnership  
W134 N8675 Executive Parkway  
Menomonee Falls, Wisconsin 53051  
Attn: Legal Department

If to Grantee:

City of Pewaukee  
W240 N3065 Pewaukee Road  
Pewaukee, Wisconsin 53072  
Attn: Department of Public Works

or at such other address as specified in writing by such party. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

9. RELOCATION. Grantee agrees that Grantor, at its sole cost and expense, may relocate this easement and any Facilities thereon installed by Grantee provided that Grantor first gives Grantee written notice thereof. Said relocation shall be for fully functional Facilities, and no such relocation shall result in any interruption of service to Grantee. Grantee covenants and agrees that it will execute such documents as Grantor may deem necessary or appropriate to evidence such relocation of record. Except as otherwise specifically set forth herein, Grantor shall retain all right, title and interest in and to that portion of Grantor's Property covered by the easement granted herein.
10. COSTS. Upon the occurrence of any breach or default under this Easement by either party, the defaulting party shall be liable for and shall reimburse the non-defaulting party upon demand for all reasonable attorney's fees and costs incurred by non-defaulting party in enforcing the defaulting party's obligations under this Easement, whether or not the non-defaulting party files legal proceedings in connection therewith.
11. NO STRICT CONSTRUCTION. The rule of strict construction does not apply to the grant of easement contained herein. This grant shall be given a reasonable construction in order that the intention of the parties to confer a commercially useable right of enjoyment to Grantee with respect to such easement shall be effectuated. The parties acknowledge that the parties and their counsel have reviewed and revised this Easement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Easement or any exhibits or amendments hereto.
12. COUNTERPARTS. This Easement may be executed in several counterparts, each of which shall be deemed an original. The signature of the parties hereto on this Easement may be executed and notarized on separate pages, and when attached to this Easement shall constitute one complete document.
13. CAPTIONS. The section headings appearing in this Easement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.
14. NO PARTNERSHIP. None of the terms and provisions of this Easement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this Easement cause them to be considered joint venturers or members of any joint enterprise.

15. FURTHER ASSURANCES. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.
16. EXHIBITS. All exhibits referred to herein and attached hereto shall be deemed part of the Easement.
17. RECORDING. The Easement shall be recorded in the records of Waukesha County, Wisconsin.
18. GOVERNING LAWS. The internal laws of the State of Wisconsin shall apply to the Easement without giving effect to the choice of law provisions of such State.
19. SEVERABILITY. If any term, provision or condition contained in this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Easement shall be valid and enforceable to the fullest extent permitted by law.
20. BINDING ON FUTURE PARTIES. The perpetual easement and all covenants and easements contained herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Easement as of the day and year first above written.

GRANTOR:

CONTINENTAL XIV FUND LIMITED PARTNERSHIP,  
a Wisconsin limited liability company

By: Continental Properties Company, Inc.,  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

GRANTEE:

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## ACKNOWLEDGMENTS

STATE OF WISCONSIN     )  
  ) SS.  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2020, the above named \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ of Continental Properties Company, Inc., the general partner of Continental XIV Fund Limited Partnership, to me known to be said President and acknowledged that he executed the foregoing instrument as such President as the deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) SS.  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ the above named \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, to me known to be such \_\_\_\_\_ and acknowledged that [s]he executed the foregoing instrument as the deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT A

Grantor's Property

Lot 2 of Certified Survey Map No. 6034 recorded on November 28, 1989 in Volume 49 of Certified Survey Maps on Pages 245, 246 and 247, as Document No. 1566949, being part of the NE1/4 and NW1/4 of the NW1/4 of Section 14, Town 7 North, Range 19 East, City of Pewaukee, County of Waukesha, State of Wisconsin. Excepting therefrom that portion of land conveyed in instrument recorded as Document No. 3103112.

DRAFT

## EXHIBIT B

### Easement Area

Part of Lot 2 of Certified Survey Map No. 6034, being part of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 14, Township 7 North, Range 19 East, in the Town of Pewaukee, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of said Northwest 1/4 Section, thence North 89°22'39" East along the North line of said 1/4 Section 1430.05 feet to a point; thence South 00°37'21" East 47.00 feet to the South line of Green Road and the Northeast corner of said Lot 2; thence South 00°37'21" East along the East line of said Lot 2, a distance of 322.92 feet to the point of beginning of lands to be described; thence continuing South 00° 37' 21" East along the east line of said Lot 2 a distance of 113.39 feet to a point on the North line of Soo Line Railroad right of way; thence North 88° 17' 23" West along said right of way line 10.01 feet to a point; thence North 00° 37' 21" West 93.36 feet to a point; thence North 88° 23' 28" West 328.28 feet to a point; thence North 88° 14' 43" West 348.35 feet to a point; thence North 88° 07' 55" West 360.00 feet to a point; thence North 01° 52' 05" East 20.00 feet to a point; thence South 88° 07' 55" East 359.98 feet to a point; thence South 88° 14' 43" East 348.30 feet to a point; thence South 88° 23' 28" East 337.48 feet to the point of beginning.



### Depiction of Property and Easement Area



**RESOLUTION NO. 20-01-01****A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS  
GREEN ROAD TOWNHOMES PHASE I DEVELOPMENT**

**WHEREAS**, Continental XIV Fund Limited Partnership (Developer), and the Town/City of Pewaukee, entered into a Developer's Agreement dated February 2, 1990 on file in the City Clerk's office, to govern the development of a parcel of real property owned by Developer for residential use more particularly described in Exhibit A (Legal Description and Map attendant to Certified Survey Map No. 6034, recorded at the Office of the Waukesha County Register of Deeds) on file in the City Clerk's office and incorporated herein, referred to in said Agreement and herein as the "Property;" and

**WHEREAS**, the Agreement provides that Developer would construct and install the necessary sanitary sewer facilities, water distribution facilities, public streets, surface and storm water drainage, and street signs and traffic control(collectively "Public Improvements") within the Property; and,

**WHEREAS**, the Public Improvements have been completed and dedicated by Developer to the Town/City; and,

**WHEREAS**, the Public Improvements have been inspected by the City Engineer who has approved the same; and,

**WHEREAS**, easements to the City have been recorded for the access, future maintenance and replacements of the public infrastructure; and,

**WHEREAS**, Developer has requested that the City formally accept the Public Improvements and terminate the Developers Agreement.

**NOW THEREFORE IT IS HEREBY RESOLVED** that the City of Pewaukee Common Council accepts the Public Improvements referred to above on behalf of and for the benefit of the public and citizens of the City of Pewaukee and acknowledges that Developer has fulfilled all obligations under the Developers Agreement, granting Developer's request to terminate the same.

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

Dated this 20th day of January, 2020.

CITY OF PEWAUKEE

ATTEST:

\_\_\_\_\_  
Steve Bierce, Mayor

\_\_\_\_\_  
Kelly Tarczewski, City Clerk/Treasurer

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

**DATE:** January 20, 2020

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action Regarding the Agreement Assigning Rights and Liabilities for the Completion of the Woodleaf Reserve Addition #2 Subdivision [Wagner]

***BACKGROUND:***

Pewaukee Sunder Fields LLC has informed the City that they are selling the Woodleaf Reserve Development including the existing development and the future development as previously proposed and approved by the City of Pewaukee. Pewaukee Sunder Fields LLC has requested the rights and liabilities of the development of Woodleaf Reserve, Addition #1, Addition #2, future phases, and the Lanois future phase be transferred to the new Developer. The City recently accepted the public improvements of Woodleaf Reserve Addition #2 which has a cash escrow for the required 1 year warranty period. This includes all the roads and utilities within Woodleaf Reserve Phase 3 (Addition #2) and the construction of the ponds within in the future Lanois Phase of the development. The resolution drafted by our Attorney transfers the liabilities and rights of the development to the new Developer.

***FINANCIAL IMPACT:***

NA

***RECOMMENDED MOTION:***

Common Council approves the agreement assigning the rights and liabilities for the completion of the Woodleaf Reserve Addition #2 Subdvision as presented.

**ATTACHMENTS:**

Description  
Woodleaf Agreement  
Final Woodleaf Agreement

**AGREEMENT  
ASSIGNING RIGHTS AND LIABILITIES  
FOR THE COMPLETION OF  
THE WOODLEAF RESERVE ADDITION #2 SUBDIVISION**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Pewaukee Sunder Fields LLC, hereinafter referred to as “Former Developer”, \_\_\_\_\_, hereinafter referred to as “Developer” and the City of Pewaukee.

**WITNESSETH:**

**WHEREAS**, Former Developer entered into multiple agreements for the development of the Woodleaf Reserve, and Addition #1 and Addition #2 subdivision in the City of Pewaukee, including public improvements as required by the City Code and the Developer’s Agreement entered into on June 10, 2013, as amended by a First Amendment dated September 8, 2015 and a Second Amendment dated July 24, 2018 (collectively the “Developer’s Agreement”), by the City and Former Developer; and,

**WHEREAS**, with the exception of the south pond of the Lanois Property, all other public improvements required by the Developer’s Agreement were completed effective July 10, 2019; and

**WHEREAS**, the Developer’s Agreement requires that upon completion and dedication of the public improvements to the City and the acceptance by the City of the public improvements, the Developer must provide a letter of credit to guaranty the public improvements for one (1) year from date of acceptance, which was as of July 10, 2019; and

**WHEREAS**, Former Developer executed a cash escrow agreement on July 18, 2019 and under said agreement the City accepted cash in lieu of the letter of credit required by the Developer’s Agreement to assure the completion of the south pond of the Lanois Property and to guaranty public improvements for one (1) year from date of acceptance; and

**WHEREAS**, Developer wishes to purchase from Former Developer the vacant lands and improvements therein within Woodleaf Reserve, complete the south pond of the Lanois Property, and provide cash surety to guaranty all other public improvements that were accepted by the City on July 10, 2019; and

**WHEREAS**, the original Development Agreement provided that the Agreement may not be assigned “without the written consent of the City...” and that “the assignee must agree to all terms and conditions [of the Developer’s Agreement] in writing.”

**NOW THEREFORE**, the parties agree as follows:

1. The City consents to the assignment of the Developer’s Agreement to Developer.

2. Developer, as assignee, agrees to all terms and conditions of the Developer's Agreement.
3. Former Developer agrees to assign all right title and interest to the Developer's Agreement to Developer, including the Cash Escrow held by the City.
4. With regard to the Cash Escrow held by the City, the following terms shall apply:
  - a. Developer has deposited the sum of Twenty-Five Thousand Dollars (\$25,000.00) ("Deposit") with the City to provide the necessary funds to make repairs should the public improvements completed in the Woodleaf Reserve Addition #2 subdivision need them during the warranty period as required by the Developer's Agreement. The Deposit shall be held for two purposes; (i) to guaranty the integrity of all public improvements other than the stormwater management pond ("Public Improvement Escrow") and (ii) to ensure completion of that certain storm water management pond located on a future phase of Woodleaf Reserve and known as the south pond of the Lanois Property ("Pond Escrow").
  - b. The Public Improvement Escrow is in the sum of of Ten Thousand (\$10,000.00) Dollars to provide the necessary funds to make repairs should the public improvements completed in the Woodleaf Preserve subdivision need them during the warranty period as required by the Developer's Agreement.
  - c. The Pond Escrow is in the sum of of Fifteen Thousand (\$15,000.00) Dollars to ensure proper completion of the south pond of the Lanois Property. At such time as the south pond construction is complete, including seeding and mulching as necessary, the City shall release Fifteen Thousand (\$15,000) Dollars of the Deposit to Developer.
5. Except in the case of an emergency, the City shall not draw any portion of the Deposit until five (5) business days after written notice of the reason for withdrawal has been provided to Developer. In the case of an emergency, the City shall use its best efforts to contact Developer and allow Developer a reasonable time under the circumstances presented to address the emergency before taking action. Upon withdrawal of all or any portion of the Deposit by the City, the City shall provide Developer with a written statement regarding the amount withdrawn.
6. Subject to earlier return of the Pond Escrow, the escrow account shall remain open during the one (1) year guaranty period, which shall expire on July 10, 2020, following which all remaining Deposit shall be returned to Developer, without interest.
7. Addresses to which written notices shall be sent:

City of Pewaukee  
City Clerk  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072

[INSERT CONTACT INFO]

Attention:

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first written above.

**City of Pewaukee**

\_\_\_\_\_

By:

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Authorized Agent

**AGREEMENT  
ASSIGNING RIGHTS AND LIABILITIES  
FOR THE COMPLETION OF  
THE WOODLEAF RESERVE ADDITION #2 SUBDIVISION**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Pewaukee Sunder Fields LLC, hereinafter referred to as “Former Developer”, \_\_\_\_\_, hereinafter referred to as “Developer” and the City of Pewaukee.

**WITNESSETH:**

**WHEREAS**, Former Developer entered into multiple agreements for the development of the Woodleaf Reserve, and Addition #1 and Addition #2 subdivision in the City of Pewaukee, including public improvements as required by the City Code and the Developer’s Agreement entered into on June 10, 2013, as amended by a First Amendment dated September 8, 2015 and a Second Amendment dated July 24, 2018 (collectively the “Developer’s Agreement”), by the City and Former Developer; and,

**WHEREAS**, with the exception of the ponds of the Lanois Property, all other public improvements required by the Developer’s Agreement were completed effective July 10, 2019; and

**WHEREAS**, the Developer’s Agreement requires that upon completion and dedication of the public improvements to the City and the acceptance by the City of the public improvements, the Developer must provide a letter of credit to guaranty the public improvements for one (1) year from date of acceptance, which was as of July 10, 2019; and

**WHEREAS**, Former Developer executed a cash escrow agreement on July 18, 2019 and under said agreement the City accepted cash in lieu of the letter of credit required by the Developer’s Agreement to assure the completion of the south pond of the Lanois Property and to guaranty public improvements for one (1) year from date of acceptance; and

**WHEREAS**, Developer wishes to purchase from Former Developer the vacant lands and improvements therein within Woodleaf Reserve, complete the south pond of the Lanois Property, and provide cash surety to guaranty all other public improvements that were accepted by the City on July 10, 2019; and

**WHEREAS**, the original Development Agreement provided that the Agreement may not be assigned “without the written consent of the City...” and that “the assignee must agree to all terms and conditions [of the Developer’s Agreement] in writing.”

**NOW THEREFORE**, the parties agree as follows:

1. The City consents to the assignment of the Developer’s Agreement to Developer.

2. Developer, as assignee, agrees to all terms and conditions of the Developer's Agreement.
3. Former Developer agrees to assign all right title and interest to the Developer's Agreement to Developer, including the Cash Escrow held by the City.
4. With regard to the Cash Escrow held by the City, the following terms shall apply:
  - a. Developer has deposited the sum of Twenty-Five Thousand Dollars (\$25,000.00) ("Deposit") with the City to provide the necessary funds to make repairs should the public improvements completed in the Woodleaf Reserve Addition #2 subdivision need them during the warranty period as required by the Developer's Agreement. The Deposit shall be held for two purposes; (i) to guaranty the integrity of all public improvements other than the stormwater management pond ("Public Improvement Escrow") and (ii) to ensure completion of that certain storm water management pond located on a future phase of Woodleaf Reserve and known as the south pond of the Lanois Property ("Pond Escrow").
  - b. The Public Improvement Escrow is in the sum of Ten Thousand (\$10,000.00) Dollars to provide the necessary funds to make repairs should the public improvements completed in the Woodleaf Preserve subdivision need them during the warranty period as required by the Developer's Agreement.
  - c. The Pond Escrow is in the sum of Fifteen Thousand (\$15,000.00) Dollars to ensure proper completion of the south pond of the Lanois Property. At such time as the south pond construction is complete, including seeding and mulching as necessary, the City shall hold the Fifteen Thousand (\$15,000) Dollars until:
    - (1) The entire Lanois parcel and any land disturbed as part of the Woodleaf Addition No. 2 Plans is stabilized;
    - (2) The Lanois South Pond is stabilized and in a future phase shall be built to the designed grades; and
    - (3) The Lanois East pond shall be stabilized and in a future phase be built to the designed grades established by the City

whereafter the Pond Escrow shall be released to Developer.

5. Except in the case of an emergency, the City shall not draw any portion of the Deposit until five (5) business days after written notice of the reason for withdrawal has been provided to Developer. In the case of an emergency, the City shall use its best efforts to contact Developer and allow Developer a reasonable time under the circumstances presented to address the emergency before taking action. Upon withdrawal of all or any



portion of the Deposit by the City, the City shall provide Developer with a written statement regarding the amount withdrawn.

6. The Public Improvement Escrow shall remain open during the one (1) year guaranty period, which shall expire on July 10, 2020, following which the Public Improvement Escrow shall be returned to Developer, without interest.

7. Addresses to which written notices shall be sent:

City of Pewaukee  
City Clerk  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072

[INSERT CONTACT INFO]

Attention:

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first written above.

**City of Pewaukee**

\_\_\_\_\_

By:

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Steve Bierce, Mayor

\_\_\_\_\_  
Authorized Agent

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

**DATE:** January 20, 2020

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action for Sharing the Municipal Sanitary Sewer Extension Cost with Westridge Builders for the Swan View Farms Development [Wagner]

***BACKGROUND:***

Westridge Builders (Developer) has proposed and received City of Pewaukee approval for the development of Swan View Farms (the reddish pink area on the sewer service map). As part of this development, the extension of municipal sanitary sewer service will reach near the South edge of Balmer Park (the red dot on the sewer service map). The City had a consultant review the sewer service area and then undertook an in-house study of the sanitary sewer service area with the proposed subdivision to determine the most effective way to serve this area with municipal sanitary sewer. During these studies, several alternatives were considered of which two alternatives appear to be the most relevant. They include: Alternate A- one large lift station to serve the area or the existing Broken Hill lift station deepened and expanded including a interceptor line in bedrock or Alternative B- 2 or 3 smaller lift stations to serve the area which would pump through a larger lift station downstream reducing the amount of sewer installed in bedrock. Staff has determined Alternative A is the more desirable alternative as it reduces the number of lift stations and thereby reduces the operations and maintenance cost long term. Due to the larger lift station benefiting a large area of land outside of the current development and the location would be on a parcel of land not within the current development, the Developer requested to install a smaller temporary lift station to serve his development in the interim until the larger lift station could be built. Staff agreed and it should be noted the temporary lift station can serve a limited amount of land outside of the current development.

As discussions for the new development progressed, City Staff informed the developer that his sanitary sewer and temporary lift station would need to be about 10 feet deeper to allow for the service of lands beyond his proposed subdivision. The developer was designing the sewer service for his development in a manner which would largely be out of the bedrock that is prevalent in the area. With the requested 10 feet of additional depth, the sewer will now be in bedrock and will require blasting for its installation. The developer has presented a preliminary cost estimate showing the additional 10 feet in depth in bedrock will cost an additional \$474,986 (see attached estimate). The Developer is requesting the Sewer Utility pay for this additional expense as the benefit is for the service of lands outside of his development. Staff does not object to this cost sharing proposal, however further discussions are needed to ensure the cost estimate provided is accurate. In addition, we would need to finalize the numbers once actual construction bids are obtained and executed by the Developer. Staff would also seek to recover this cost through an assessment on the benefited lands as discussed below.

The service area this sanitary sewer could serve includes an existing subdivision north of Lindsay Road (Woods Edge) which is currently on septic and developable lands in the Northeast corner of Swan Road and Lindsay Road (this is the blueish purple area shown on the sewer service map). Staff has had discussions with the owner of the developable lands as he has an interest in potentially developing the lands if sanitary sewer was available to him. He is currently waiting to see the outcome of the Swan View Farms development before he contemplates his development.

The bright pink area shown on the on the sewer service map show the areas that will ultimately be served by the larger lift station. A couple of property owners in the bright pink area on the west side of the proposed development (one immediately west of the development and the second west of Swan Road) have been discussing with City Staff possible development alternatives. This area may be able to be served by the temporary lift station, however they would not benefit from the deeper sewer within the Swan View Farms development. Staff would need to evaluate the extra capacity of the temporary lift station and these developments would need to extend sewer to their properties that would tie into the temporary lift station.

The temporary lift station within the Swan View Farms Development would be removed and an interceptor sewer installed to the larger lift station that will serve the entire service area at some time the future (this would be all the colored areas on the sewer service map). It is unclear the exact time frame for the construction of this future lift station. Staff is considering the expansion of the Broken Hill Lift station or the construction of a new lift station which may or may not include the abandonment of the current Broken Hill lift station. Additional studies will need to be completed before a decision can be made on the future lift station.

### ***FINANCIAL IMPACT:***

The City would need to enter into an agreement with the Developer to fund the additional depth of sewer, estimated at \$474,986. The Sewer Utility has funds to complete this work on hand currently. The cost would ultimately be recaptured through an assessment for the lands that would be tributary to this section of sewer (the blueish purple area). This would likely be an Interceptor Capacity Assessment (ICA) for the area which would be collected upon connection to the system.

### ***RECOMMENDED MOTION:***

Common Council agrees to cost share for the additional depth of sanitary sewer in the Swan View Farms Development contingent on Staff review of the final construction bids, an agreement for the terms of the cost share (to be drafted by our City Attorney for execution by the Developer and the City), and the cost be recovered through a special assessment of the benefited area.

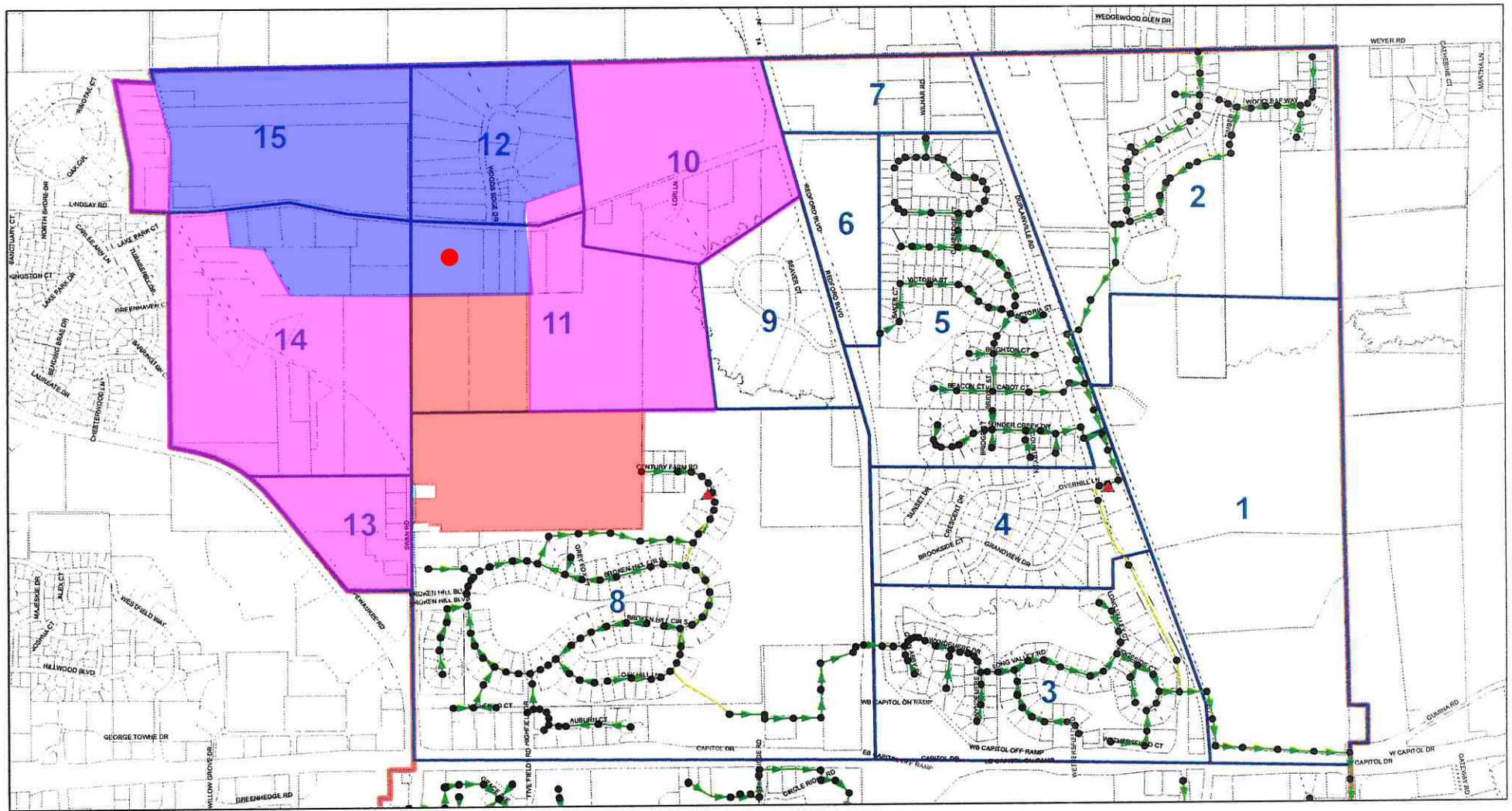
### **ATTACHMENTS:**

Description

Sewer Service Map

Sewer Cost Estimate

Swan View Prelim Plat



**Legend**

- ▲ Existing LIR Station
- Manhole
- Existing Sanitary Sewer
- Force Main
- Tax\_Parcel\_2017
- Sanitary Basins

**Exhibit 4: Sanitary Basins**

**City of Pewaukee  
North Central Sewer Study**

- Area Tributary to Ultimate Lift Station
- Area Tributary to SVF Sewer
- Swan View Farms (SVF)
- Balmer Park

**Ruekert • Mielke**



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

13-Jan-20

Item #	Description	Quantity	Units	Unit Price	Ext. Price
<b>SANITARY PHASE 2 SEWER BASE BID</b>					
1	8" PVC MAIN - GRAVEL BF	1,653.00	L.F.	\$103.00	\$170,259.00
2	MANHOLE	11.00	EACH	\$3,125.00	\$34,375.00
<b>TOTAL SANITARY BASE:</b>					<b>\$204,634.00</b>

<b>SANITARY PHASE 2 DEEP SEWER FOR FUTURE SERVICE TO THE NORTH</b>					
1	8" PVC C900 MAIN - GRAVEL BF	1,653.00	L.F.	\$220.00	\$363,660.00
2	DEEP MANHOLE (3 ADDITIONAL MH'S TO NORTH)	14.00	EACH	\$7,520.00	\$105,280.00
3	RISERS	9.00	EACH	\$1,920.00	\$17,280.00
4	ROCK REMOVAL SANITARY TRENCH	1,700.00	L.F.	\$102.00	\$173,400.00
5	ROCK REMOVAL FOR DEEPER LIFT STATION	1.00	L.S.	\$20,000.00	\$20,000.00
<b>TOTAL DEEP SEWER:</b>					<b>\$679,620.00</b>

<b>TOTAL ADDITIONAL COSTS:</b>	<b>\$474,986.00</b>
--------------------------------	---------------------

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

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

ALL TRENCH SPOIL MATERIAL IS TO BE LEFT CAST ON SITE

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

LANDSCAPE OR PAVEMENT RESTORATION IS NOT INCLUDED EXCEPT WHERE NOTED

PAYMENT TO BE RECEIVED WITHIN 30 DAYS OF MONTHLY INVOICE.

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

AGREED &amp; ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_



## Zoning District Summary

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

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

# PRELIMINARY PLAT OF SWAN VIEW FARMS

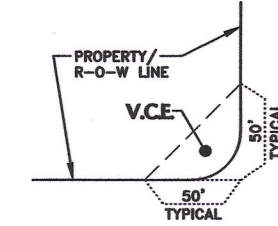
BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND ALL OF THE NORTHWEST 1/4 AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

## LEGEND

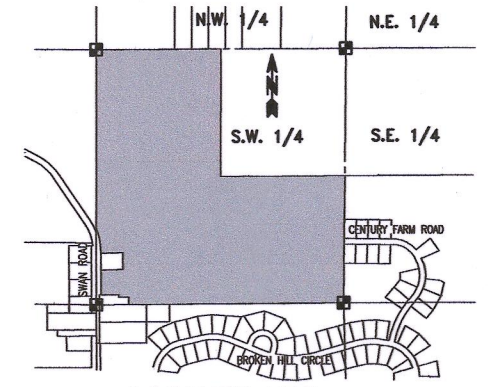
— W — W —	INDICATES SOIL BORING LOCATION
— SAN —	INDICATES EXISTING WATERMAIN
— ST —	INDICATES PROPOSED WATERMAIN
— ST —	INDICATES EXISTING SANITARY SEWER
— ST —	INDICATES PROPOSED SANITARY SEWER
— ST —	INDICATES EXISTING STORM SEWER
— ST —	INDICATES PROPOSED STORM SEWER
— 800 —	INDICATES EXISTING CONTOUR

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

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



## VISION CORNER EASEMENT DETAIL



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

## BASEMENT RESTRICTION FOR GROUNDWATER NOTE:

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

## BASEMENT RESTRICTION FOR BEDROCK NOTE:

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

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

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

## WETLAND / P.E.C. DELINEATION NOTE:

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

## HORIZONTAL DATUM PLANE:

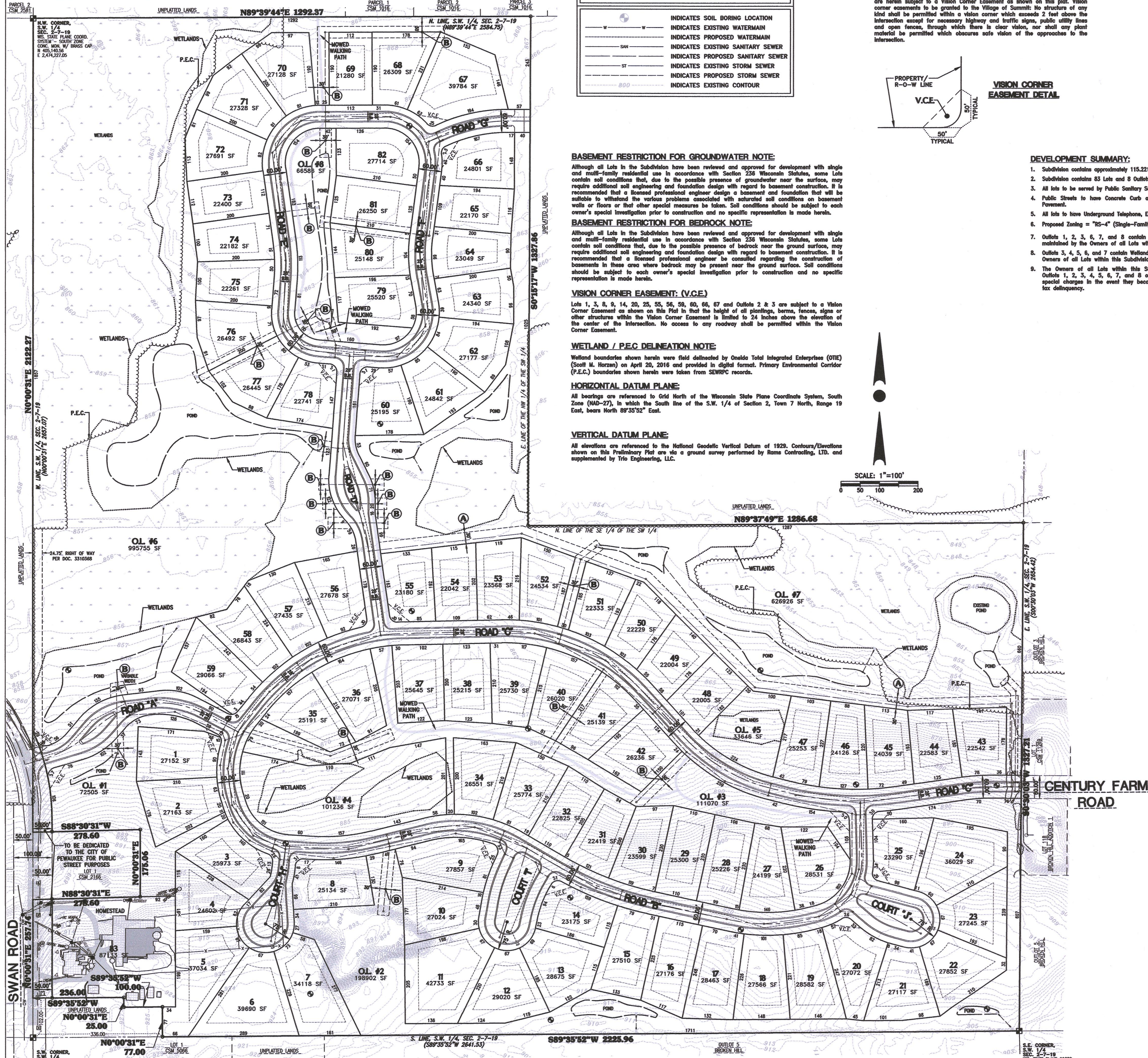
All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-83), in which the South line of the S.W. 1/4 of Section 2, Town 7 North, Range 19 East, bears North 89°35'52" East.

## VERTICAL DATUM PLANE:

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

SCALE: 1"=100'

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



JOB NUMBER:	DESCRIPTION:	REVISIONS:
16-024-789-01	PRELIMINARY PLAT	
SHEET:		
1 OF 1		

**PROJECT:**  
**SWAN VIEW FARMS**  
SINGLE FAMILY RESIDENTIAL SUBDIVISION  
VILLAGE OF PEWAUKEE, WISCONSIN  
BY: BWC INVESTMENTS, LLC.  
12560 W. NORTH AVE. BLDG. D  
BROOKFIELD, WISCONSIN 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481

**DEVELOPER:**  
BWC INVESTMENTS, LLC.  
12560 W. NORTH AVE. BLDG. D  
BROOKFIELD, WISCONSIN 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481

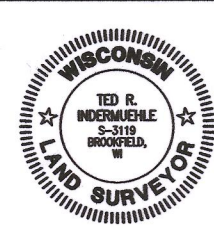
**AGENCIES HAVING THE AUTHORITY TO OBJECT:**  
- State of Wisconsin, Department of Administration  
- Waukesha County, Department of Parks and Land Use  
**APPROVING AUTHORITY:**  
- Village of Pewaukee

## SURVEYOR'S CERTIFICATE:

I hereby certify that this Preliminary Plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of the Subdivision and Platting Code of the Village of Pewaukee.

Date: 8-17-18

Ted R. Indermaule, P.L.S.  
Professional Land Surveyor S-3119



12560 W. NORTH AVE. BLDG. D  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481  
EMAIL: tidermaul@trioeng.com



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

**DATE:** January 20, 2020

**DEPARTMENT:** PW - Engineering

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action to Delay Construction and Re-Allocate 2020 Road Funds from Roundy's Industrial Park Phase 2 to Northview Road and Ishwane Court Sealing Projects [Wagner]

***BACKGROUND:***

Staff has had initial discussion with the designer's of the road construction and water main relay for the Roundy's Industrial Park Phase 2 project currently budgeted for \$1,000,000 in the 2020 budget. Upon further review of the water main relay and the associated funding concerns, we are seeking to delay the road construction project to 2021. Delaying the project by 1 year will allow the Utility the time to determine the correct funding source for the water main relay in Paul Road. It is anticipated we will be required to submit another water rate case to the Public Service Commission (PSC) if the Utility is successful in obtaining the Safe Drinking Water Loan for the treatment system for the Northmound Well. We would like to coordinate the water rate case for the Well work and the relay work as our current rate case did not include either of these construction costs. In addition, we are seeking a financial advisor for the Utility this year which will provide direction on the financial impacts of these types of projects on the Utility Financial Stability.

With the delay of this construction project, we are seeking to utilize some of the funds to seal 2 roadways.

The first road we are seeking to seal is Ishawne Court. If you recall, the Ishnala Trails subdivision were paved in 2009. During the construction, Staff identified the surface course paving was raveling and declared the pavement defective. Raveling means the surface of the pavement does not have a nice sealed surface and looks graveling rather than smooth. This allows water to infiltrate into the pavement section which reduces the life of the pavement. During discussions with the Contractor and the Consultant, Ishwane Court was determined to not have the same raveling issues as the remaining roadways within the subdivision. The resolution to the defective pavement was to mill the surface course off and replace it. Ishwane Court had one small patch, but the original surface was left in place. An extended warranty was also received, but has since expired. Over the last few years, the pavement in Ishwane Court has deteriorated at a rather rapid rate. On our rating scale of 1 to 10, 10 being new pavement, Ishwane Court was rated a 9 from 2010 to 2014 (2014 is the year the extended warranty expired), a 6 from 2015 to 2017, and finally a 4 from 2018 to 2019. It is very unusual for roadways to drop this dramatically on our rating scale. As a comparison, the remaining Ishnala Trails Subdivision roadways in which the surface course was replaced are rated between 7 and 9. In order to preserve the pavement, Staff recommends sealing the pavement.

The second roadway we would like to seal is Northview Road. Northview Road was paved in 2011 and is currently rated an 8. After the road was reconstructed, Cloverland Farms was approved which meant water needed to be extended to the subdivision from Meadowbrook Road. While the water was installed on the south side of the roadway, the construction equipment utilized the roadway for access. This yielded some additional wear on the surface course of the pavement. In addition, Meadowbrook Road was reconstructed last year which yielded additional construction traffic on Northview Road. This also meant additional wear on the surface course of the pavement. Finally, the west

end of Northview Road has experienced some raveling which Staff did a patch seal to preserve the pavement. Given all that this roadway has experienced in its relatively short life, we are recommending sealing the surface. In doing so, we believe we will restore the life of the pavement section to its original life expectancy.

To further promote the use of sealants in pavement preservation, it is a standard practice to seal roadway surfaces. Depending on the type of pavement sealing and the frequency, the life of a roadway can be extended 10 years and sometimes, 20 years. The sealing of the pavement slows down the deterioration of the pavement and seals out the water from the pavement section. Water infiltration into the pavement section and the Wisconsin Freeze/Thaw cycles are the typical reason pavement begins to fail. To date, we have not proposed sealing of the roadways as part of our pavement preservation program. Our approach to start was to keep our good roads good and overlay them before they get to the point of reconstruction. To continue with this program and effectively manage our roadways, we believe we need to add the sealing of the roads into our program. There are many types of sealants available to us and depending on road conditions, traffic, current pavement condition, and weather will determine which sealant is used. In addition, each sealant has a different life expectancy so we may need to repeat sealants on the roadways to keep them protected. This will vary depending on the sealant and the traffic volumes. Even with the repeated sealant applications, we recommend this as a cost-effective and efficient manner to extend the life of our roadways. We will also be evaluating these sealant projects to determine the extent in which to add the sealant program to our road preservation plan.

#### ***FINANCIAL IMPACT:***

There is currently \$1,000,000 budgeted for the Roundy's Industrial Park Phase 2 project in the 2020 budget. We recommend keeping a minimum of \$35,000 budgeted for Roundy's Industrial Park Phase 2 for the design of the project.

The sealing of Northview Road and Ishwane Court is estimated at \$55,000-\$75,000.

#### ***RECOMMENDED MOTION:***

Concur with Staff recommendation to delay the Roundy's Industrial Park Phase 2 paving project to 2021 and re-allocate \$75,000 of its \$1,000,000 budget to sealing projects for Northview Road and Ishwane Court.



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

**DATE:** January 20, 2020

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion Regarding **Ordinance 20-01** (*First Reading*) Repealing Section 1.01(1)(d) Spending Cap and Referendum Requirements for Building and Public Works Projects [Klein]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Ordinance 07-04

## ORDINANCE NO. 07-04

AN ORDINANCE REPEALING AND RECREATING §1.01(1)(d), OF THE CITY OF  
PEWAUKEE CODE REGARDING BUILDING OR PUBLIC WORKS  
PROJECTS OVER \$10 MILLION DOLLARS

WHEREAS, the Common Council of the City of Pewaukee enacted ordinance # 03-12, codified at §1.01(1)(d), that provides for a referendum of the City's electorate when the construction cost for a building or a public works project has an estimated cost of \$10 million dollars; and,

WHEREAS, the Common Council has determined that it should change the amount which will trigger a referendum for such work as well as further define the types of projects affected by the referendum process.

NOW THEREFORE, the Common Council of the City of Pewaukee hereby enacts the following ordinance:

SECTION 1: Section 1.01(1)(d), of the City of Pewaukee Code shall be repealed and recreated to read as follows:

(d) Spending Cap and Referendum Requirements for Building and Public Works Projects

1. In this subdivision "total project cost" includes all costs associated with public construction projects including, but not limited to the costs of structures, land acquisition, construction site support work, landscaping and furnishings.
2. A public information and comment meeting with the Common Council shall be held for any capital spending project with a projected total project cost of more than \$2 million. No action will be taken by the Common Council at the public information meeting. Notice of the public information meetings shall be made in

the same way that regular Common Council meetings are noticed.

3.
  - a. Prior to entering into a contract for the construction of any individual new or existing building which has an estimated total project cost that exceeds \$5 million, the Common Council shall submit to the electorate a referendum for approval of such project.
  - b. The \$5 million cap and referendum requirement does not apply to any sewer, water or other public works or utility projects including but not limited to support structures water storage tanks, water towers, pump houses, wastewater transport facilities, water transmission facilities, stand pipes and water storage structures or pressure control stations, storm water facilities, storm sewers or other drainage facilities, retention and detention ponds, fire hydrants, lift stations, pumping stations, water or wastewater treatment facilities, groundwater wells, bridges or culverts, and pedestrian or bicycle pathways.
4. Prior to entering a contract for the construction of any road work paid for by the City directly from the tax levy which has an estimated total project cost that exceeds \$2 million, the Common Council shall submit to the electorate a referendum for approval of such project.
5. The wording of any referendum shall provide the specific purpose, locations, and estimated cost of the building or public works project. Nothing in this section shall be construed to preclude the City from exercising its role in the planning or design of any such building or public works project.
6. The cap and referendum requirements in this subsection do not apply to

emergency expenditures as determined by the Common Council.

SECTION 2: Severability. The several sections of this ordinance are declared to be severable.

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

SECTION 3: Effective Date.

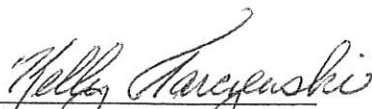
This ordinance shall be effective upon publication or posting as provided by law.

Dated this 16th day of April 2007.

CITY OF PEWAUKEE

  
\_\_\_\_\_  
Scott Klein, Mayor

ATTEST:

  
\_\_\_\_\_  
Kelly Tarczewski, City Clerk



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

**DATE:** January 20, 2020

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding **Resolution 20-01-02** Rescinding Person Property Taxes Pursuant to Section 74.33(1)(d) for State Farm Mutual Auto Insurance Company (PWC S519) in the Amount of \$3.01 [Tarczewski]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Resolution 20-01-02

**RESOLUTION 20-01-02****RESCIND TAXES ON SPECIFIC PERSONAL PROPERTY  
PURSUANT TO SECTION 74.33(1)(d), WIS. STATS.  
IN THE CITY OF PEWAUKEE**

**WHEREAS,** State Farm Mutual Auto Insurance Company, further identified as tax key number PWC S519, has petitioned the Common Council pursuant the provisions of Section 74.33(1)(d) of the Wisconsin Statutes to rescind in whole any personal property tax shown in the tax roll due to a palpable error; and

**WHEREAS,** State Farm Mutual Auto Insurance Company was previously located in the City of Pewaukee at N24 W26700 Accent Court; and

**WHEREAS,** the location for State Farm Mutual Auto Insurance Company closed on December of 2018; and

**WHEREAS,** The personal property assessment for this tax key was originally valued at \$200.00 for January 1, 2019 which resulted in a property tax overcharge of \$3.01 for 2019; and

**WHEREAS,** Based on the information provided and verified, the City Assessor has removed this account from the City's records and has recommended the total rescission amount of \$3.01 tax due and owing on and against the parcel referenced above.

**NOW, THEREFORE, BE IT RESOLVED,** by the Pewaukee Common Council as follows:

1. The personal property tax shown on the tax roll against the above-referenced parcel shall be rescinded in the amount of \$3.01.
2. The Waukesha County Treasurer shall be notified of this action.

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

Dated this 20<sup>th</sup> day of January, 2020.

COMMON COUNCIL, CITY OF PEWAUKEE

WAUKESHA COUNTY, WISCONSIN

ATTEST:

\_\_\_\_\_  
Steve Bierce, Mayor

\_\_\_\_\_  
Kelly Tarczewski, Clerk/Treasurer

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM •**

**DATE:** January 20, 2020

**DEPARTMENT:** Employee Services

**PROVIDED BY:**

***SUBJECT:***

- §19.85(1)(c): Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility specifically related to the City Assessor.

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***